

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Respondent

**APPLICATION RECORD
(Returnable June 15, 2023)**

June 5, 2023

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Lawyers for the Applicant,
Firm Capital Mortgage Fund Inc.

**ONTARIO
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Court File No. CV-23-_____ -00CL

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
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B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Respondent

NOTICE OF APPLICATION

TO THE RESPONDENT:

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

THIS APPLICATION will come on for a hearing (*choose one of the following*)

- In person
- By telephone conference
- By video conference

before Honourable Justice Kimmel presiding over the Ontario Superior Court of Justice (Commercial List) on June 15, 2023 at 11:00 a.m., and heard by judicial video conference via Zoom at Toronto, Ontario, in accordance with the regional and provincial Notices to the Profession effective April 19, 2022 and August 2, 2022, respectively. Please advise if you intend to join the hearing by emailing Puya Fesharaki at pfesharaki@tgf.ca.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of*

Civil Procedure, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

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

Date: May 31, 2023

Issued by:

Local Registrar

Address of court office: 330 University Avenue, 9th Floor
Toronto ON M5G 1R7

TO:

THIS HONOURABLE COURT

AND TO THE RESPONDENT: STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
410 Chrislea Road, Unit 16
Woodbridge, Ontario, L4L 8B5

c/o NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
P.O. Box 53
Toronto, ON M5K 1E7

Attention: Jennifer Stam / James Renihan
Tel: (416) 202-6707 / (416) 216-1944
Email: jennifer.stam@nortonrosefulbright.com
james.renihan@nortonrosefulbright.com

Lawyers for the Respondent

APPLICATION

THE APPLICANT, Firm Capital Mortgage Fund Inc. (the “**Lender**”), makes an application for:

1. an Order (the “**Receivership Order**”) substantially in the form included in the Application Record, *inter alia*:
 - (a) if necessary, abridging the time for service of this Notice of Application and Application Record herein on all parties other than the Respondent, authorizing service via electronic mail and dispensing with further service hereof;
 - (b) appointing RSM Canada Limited (“**RSM**”) as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of the Respondent acquired for, or used in relation to the business carried on by the Respondent, and all proceeds thereof (collectively, the “**Property**”), including, but not limited to, the real estate development known as “Hampton Heights” (the “**Project**”) and the lands and premises municipally known as 39 Auburn Court, Barrie, Ontario and 2, 4, 6, and 8 Teck Road, Barrie, Ontario (the “**Real Property**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”);
2. an Order (the “**Sale Process Order**”), substantially in the form included in the Application Record, approving the commencement of a sale process (the “**Sale Process**”) to be conducted by the Receiver in respect of the Property; and
3. such other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

Background

4. The Respondent is a real estate developer who undertook to build the Project, a residential development in Barrie, Ontario consisting of 18 single detached houses.
5. To finance the Project, the Lender made available to the Respondent a \$11,400,000 mortgage site servicing and construction loan (the “**Loan**”) pursuant to an initial Mortgage Loan Commitment dated November 11, 2022, as amended by Amendment to the Mortgage Loan Commitment #1 dated December 7, 2022 (collectively, the “**Commitment Letter**”).
6. As of May 5, 2023, the Respondent was indebted to the Lender under this Loan in the amount of \$6,434,805.80, plus accrued and accruing interest, fees and disbursements.
7. As security for its indebtedness and obligations to the Lender pursuant to the Commitment Letter, the Respondent granted in favour of the Lender, *inter alia*, a first-ranking Charge/Mortgage of Land in the principal amount of \$11,400,000 registered on title to the Real Property (the “**First Mortgage**”).
8. It is a term of the First Mortgage that the Lender may appoint a receiver upon default by the Respondent.

The Kiting Scheme and Construction Lien Defaults

9. The Lender has learned that the Respondent and certain related parties (collectively, the “**Debtor Group**”) are implicated in a cheque-kiting scheme (the “**Kiting Scheme**”) involving The Toronto-Dominion Bank (“**TD Bank**”). The Kiting Scheme has resulted in

TD Bank suffering losses in excess of \$37,000,000, in respect to which TD Bank has commenced Court proceedings against the Debtor Group to recover.

10. The Kiting Scheme and resulting court proceeding is a “material adverse change”, constituting an Event of Default under the First Mortgage.
11. Following the TD Bank proceedings, several contractors registered construction liens against the Project. The aggregate amount of construction liens registered against the Real Property exceeds \$1.2 million.
12. The registration of construction liens against the Real Property constitutes further Events of Default as enumerated and defined in the First Mortgage.
13. By letter dated April 17, 2023, real estate counsel to the Lender notified the Respondent of the default under the First Mortgage and demanded, on behalf of the Lender, repayment of the entirety of the indebtedness of the Respondent to the Lender on or before May 3, 2023 (the “**Notice of Breach**”). A Notice of Intention to Enforce Security was delivered to the Respondent four days later, pursuant to section 244(1) of the BIA (the “**BIA Notice**”). The 10-day statutory period for the repayment of the indebtedness under the BIA Notice subsequently expired without repayment.
14. By letter dated May 5, 2023, real estate counsel to the Lender delivered a Notice of Sale under Mortgage to the Respondent, the Corporate Guarantors and other parties holding an interest in the Real Property (the “**Notice of Sale**”). The Notice of Sale specified that, if the sums set out therein are not paid by June 10, 2023, the Lender would sell the Real Property.

Dire, Compounding Threats to the Project

15. Construction at the Project has now ceased amid the uncertainty fueled by the Respondent's defaults, the Kiting Scheme and the numerous liens registered against the Real Property. At present, the partially built houses are exposed to the elements and require substantial work to enclose and preserve the work done to date. This has exacerbated the threat of various disasters that could jeopardize the completion of each house and erode their value. These threats include:
- (a) the risk of houses collapsing or their structural integrity deteriorating, as their wood framing remains exposed without the intended supports and trusses in place;
 - (b) the risk of a fire erupting and spreading at the Project site, compounded by the fact that all water supply to the Project has now been shut off, rendering all fire hydrants at the Project site inoperable; and
 - (c) the risk of potential mischief and theft, which could delay and hinder the Project's completion and cause further losses to creditors.
16. Each of these threats is rooted in and exacerbated by the absence of active subcontractors and other personnel at the Project site, a factor which simultaneously obstructs mitigation efforts. Without Project personnel, insurer recommendations as to fire and collapse prevention are difficult to put in place and oversee. These threats to the Project will only be compounded by time and further exposure to the elements, amplifying the possibility that disaster may strike before the Notice of Sale expires.

Necessity for the Appointment of the Receiver

17. Following the Kiting Scheme, several of the Debtor Group's lenders have successfully moved to appoint receivers over various other Debtor Group construction projects.
18. In the circumstances, the appointment of a receiver over the Property is necessary and appropriate as a result of the following:
 - (a) the Kiting Scheme and the registration of construction liens constitute events of default pursuant to the terms of the First Mortgage;
 - (b) the relevant notice periods under the Notice of Breach and the BIA Notice have expired;
 - (c) there is an increasing urgency, due to the exposure of the partially-framed houses;
 - (d) the First Mortgage provides for the appointment of a receiver upon an event of default having occurred;
 - (e) the Project has completely stalled and requires the management and supervision of a receiver to progress in any meaningful way;
 - (f) the Project is at risk of suffering several foreseeable disasters, all derivative of and compounded by its unfinished and abandoned state;
 - (g) if any portion of the work undertaken to date on the Project needs to be re-done due to deterioration, the security position of creditors, including the Lender, will be negatively affected;
 - (h) the need to preserve, protect and ultimately realize on the Real Property subject to the Lender's security; and

(i) it is just and convenient to appoint a receiver.

19. RSM has consented to act as the Receiver.
20. A director and officer of the Respondent, Carlo Taurasi, has advised that the Respondent supports the receivership application.
21. Such other grounds as counsel may advise and this Honourable Court may deem just.

The Proposed Sale Process

22. The Lender is also seeking the approval of the Sale Process as part of the initial application, concurrent with the Receiver's appointment. The Sale Process was developed in consultation with the proposed Receiver and would be conducted by the Receiver pursuant to a Court-approved mandate.
23. The Sale Process contemplates a 30-day solicitation period, wherein the Receiver, upon its appointment, will immediately begin marketing the Real Property, including by reaching out to known potential bidders. After the conclusion of the solicitation period and consideration of all bids, the Receiver will move to obtain an approval and vesting order in respect of the successful bid, determined in accordance with the Sale Process.
24. The purpose of the Sale Process is to solicit expedited offers for the Property that would permit the Project to continue its development to completion. This would appear to be in the best interest of all stakeholders and is aligned with the need to preserve, protect, and ultimately realize on the Real Property subject to the Lender's security. The 30-day solicitation period is appropriate considering the compounding threats to Project value resulting from any delay of the construction of the Project. These factors not only support

the necessity of appointing the Receiver in the circumstances, but also support immediately commencing the Sale Process to potentially salvage the Project.

25. The proposed Receiver supports the proposed Sale Process.
26. Rules 1.04, 2.03, 3.02, 14.05(2), 16, 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg 194, Section 243(1) of the BIA and Section 101 of the CJA, and the inherent and equitable jurisdiction of this Court.

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

1. the Affidavit of Jonathan Mair, to be filed;
2. the Consent of RSM to act as Court-appointed receiver;
3. the Pre-Filing Report of RSM, to be filed; and
4. such further and other evidence as counsel may advise and this Honourable Court may permit.

May 31, 2023

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Lawyers for the Applicant,
Firm Capital Mortgage Fund Inc.

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FIRM CAPITAL MORTGAGE FUND INC.

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

- and -

Applicant

Respondent:

Court File No. CV-23-_____ -00CI

ONTARIO
**SUPERIOR COURT OF JUSTICE
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Proceedings commenced at Toronto, Ontario

NOTICE OF APPLICATION

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Lawyers for the Applicant, Firm Capital Mortgage Fund Inc.

SERVICE LIST
(as at June 2, 2023)

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AND TO:	<p>TORYS LLP 79 Wellington St W, Suite 3300 Toronto, ON M5K 1N2</p> <p>Adam Slavens Tel: (416) 865-7333 Email: aslavens@torys.com</p> <p>Lawyers for Tarion Warranty Corporation</p>
AND TO:	<p>MCO MANAGEMENT INC. 8920 Woodbine Ave., Suite 400 Markham, ON L3R 9W9</p> <p>TONY KARAMITSOS 44 Upjohn Road Toronto, ON M3B 2W1</p> <p>c/o FOGLER, RUBINOFF LLP 77 King Street West, Suite 3000 P.O. Box 95, TD Centre North Tower Toronto, ON M5K 1G8</p> <p>Martin R. Kaplan Tel: (416) 941-8822 Email: mkaplan@foglers.com</p> <p>Second mortgagees and PPSA registrants</p>

AND TO:	<p>THE CORPORATION OF THE CITY OF BARRIE 70 Collier St., P.O. Box 400 Barrie, ON L4M 4T5 Fax: (705) 739 4278</p> <p>Peter Krysiak <i>Legal Counsel</i> Tel: (705) 739-4220 ext. 4410 Email: peter.krysiak@barrie.ca</p> <p>Chris Packham <i>Legal Counsel</i> Tel: (705) 739-4220 ext. 4511 Email: christopher.packham@barrie.ca</p> <p>Wendy Cooke <i>City Clerk</i> Email: Wendy.Cooke@barrie.ca</p>
AND TO:	<p>1890292 ONTARIO INC. c/o DAOUST VUKOVICH LLP 20 Queen Street West, Suite 3000 Toronto, ON M5H 3R3</p> <p>Paul Hancock Tel: (416) 597-6888 Email: phancock@dv-law.com</p> <p>Construction lien claimant</p>

AND TO:	<p>TAMARACK LUMBER INC. c/o Alpa Lumber Inc. 7630 Airport Road Mississauga, ON L4T 4G6</p> <p>c/o BISCEGLIA & ASSOCIATES PC 9100 Jane Street, 2nd floor Concord, ON L4K 0A4</p> <p>Emilio Bisceglia Tel: (905) 695-3100 Email: ebisceglia@lawtoronto.com</p> <p>Construction lien claimant</p>
AND TO:	<p>PRO STAR EXCAVATING & GRADING LTD. c/o KOSKIE MINSKY LLP 900 - 20 Queen Street W. Toronto, ON M5H 3R3</p> <p>Jeffrey J. Long Tel: (416) 595-2125 Email: jlong@kmlaw.ca</p> <p>David Allegranza Email: info@prostarexcavating.ca</p> <p>Construction lien claimant</p>

AND TO:	<p>SUNBELT RENTALS OF CANADA INC. c/o DOOLEY LUCENTI LLP 10 Checkley Street Barrie, ON L4N 1W1</p> <p>Andrew Wood Tel: (705) 792-7963 Email: awood@dllaw.ca</p> <p>April Hollebek <i>Law Clerk</i> Email: ahollebek@dllaw.ca</p> <p>Construction lien claimant</p>
AND TO:	<p>WOODBIDGE STONESLINGER (1994) LIMITED c/o SUTHERLAND LAW 904-3300 Highway No.7 Concord, ON L4K 4M3</p> <p>James Zeppieri Tel: (905) 695-5500 Email: jzeppieri@sutherlaw.com Email: info@sutherlaw.com</p> <p>Construction lien claimant</p>
AND TO:	<p>STARDRAIN & CONCRETE INC. 499 Edgeley Blvd., Unit 11 Concord, ON L4K 4H3</p> <p>c/o EME PROFESSIONAL CORPORATION 123-5050 Dufferin St Toronto, ON M3H 5T5</p> <p>Peter Doyun Kim Tel: (416) 800-1783 ext. 109 Email: peter@emecorp.ca</p> <p>Construction lien claimant</p>

AND TO:	ALECTRA UTILITIES CORPORATION 55 John Street North Hamilton, ON L8R 3M8 Lawrence Wilde <i>Associate General Counsel</i> Email: lawrence.wilde@electrautilities.com
AND TO:	FOGLER, RUBINOFF LLP 77 King Street West, Suite 3000 Toronto, ON M5K 1G8 Joseph Fried Email: jfried@foglers.com Real estate counsel to Applicant
AND TO:	DEPARTMENT OF JUSTICE (CANADA) Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Diane Winters Email: diane.winters@justice.gc.ca
AND TO:	MINISTER OF FINANCE INSOLVENCY UNIT 6th Floor, 33 King Street West Oshawa, ON L1H 8H5 Insolvency Unit Email: insolvency.unit@ontario.ca

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TAB 2

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Respondent

**AFFIDAVIT OF JONATHAN MAIR
(Sworn June 1, 2023)**

I, **JONATHAN MAIR**, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY AS FOLLOWS:

1. I am a Senior Vice-President with Firm Capital Mortgage Fund Inc. (the “**Lender**”) and, as such, I have knowledge of the matters to which I depose herein and attest to the fact that they are true. Unless I indicate to the contrary, the facts herein are within my personal knowledge and all amounts are in Canadian dollars. Where I have indicated that I have obtained facts from other sources, I have identified the sources and believe those facts to be true.
2. This affidavit is sworn in support of an application by the Lender for:

- (a) an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, appointing RSM Canada Limited (“**RSM**”) as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Stateview Homes (Hampton Heights) Inc. (the “**Debtor**”) acquired for, or used in relation to the business carried on by the Debtor, and all proceeds thereof (collectively, the “**Property**”), including, but not limited to, the real estate development known as “Hampton Heights” (the “**Project**”) and the lands and premises municipally known as 39 Auburn Court, Barrie, Ontario and 2, 4, 6, and 8 Teck Road, Barrie, Ontario, as more specifically described in Schedule “A” to the draft Order attached at Tab 3 of the within application record (the “**Real Property**”); and
- (b) an Order approving a sale process (the “**Sale Process**”) to be conducted by the Receiver in respect of the Property.

Background

Corporate Information

3. The Debtor was incorporated pursuant to the laws of the Province of Ontario on May 10, 2021, and its current registered office address is at 410 Chrislea Road, Suite 16, Woodbridge, Ontario, L4L 8B5.
4. According to the Debtor’s Corporation Profile Report obtained from the Ontario Ministry of Public and Business Service Delivery (the “**Ministry**”), attached hereto as **Exhibit “A”**, Daniel Ciccone and Carlo Taurasi are the directors and officers of the Debtor.

The Project

5. The Project is a residential single-family development project in Barrie, Ontario. The Project consists of 18 single detached houses, ranging from 1,962 square feet to 2,498 square feet. Each of the 18 homes has been pre-sold to individual purchasers.
6. The current state of the Project is at an early stage of development. The land has been cleared, services are generally complete, concrete foundations have been set and the framing of the homes has commenced. The houses, in their current state, are exposed to the elements and require substantial work to enclose them and protect them from the elements. Framing of the houses has not been completed.
7. Construction at the Project site completely ceased in early May 2023 and several subcontractors have registered construction liens against the Project, all as more fully described herein.

The Commitment Letter and the Debtor's Indebtedness

8. Pursuant to a Mortgage Loan Commitment dated November 11, 2022 as amended by Amendment to the Mortgage Loan Commitment #1 dated December 7, 2022 (collectively, the "**Commitment Letter**"), the Lender made available to the Debtor a \$11,400,000 mortgage site servicing and construction loan (the "**Loan**"). The Loan has been partially advanced to the Debtor.
9. As at May 5, 2023, the Debtor was indebted to the Lender under the Loan in the amount of \$6,434,805.80 (which includes principal, accrued interest, costs and other amounts payable in accordance with the terms of the Loan), together with accruing interest thereon

and all costs and fees, including legal fees and disbursements, incurred by the Lender until the indebtedness is paid in full.

Security Documents

10. Pursuant to the Commitment Letter, as security for all of its indebtedness and obligations to the Lender, the Debtor granted in favour of the Lender, *inter alia*:

- (a) a first-ranking Charge/Mortgage of Land in the principal amount of \$11,400,000 registered on title to the Real Property on December 16, 2022 in the Land Registry Office for the Land Titles Division of Simcoe (LRO #51) as Instrument No. SC1953024 (the “**First Mortgage**”);
- (b) a General Assignment of Rents pursuant to an Indenture dated December 14, 2022, registered on title to the Real Property on December 16, 2022 as Instrument No. SC1953025;
- (c) a first-ranking General Security Agreement dated December 16, 2022;
- (d) an Assignment of Material Project Agreements from the Debtor to the Lender dated December 2022;
- (e) an assignment and direction regarding cash security between the Debtor and The Corporation of the City of Barrie (the “**Barrie Collateral Assignment**”); and
- (f) an assignment and direction regarding cash security between the Debtor and Alectra Utilities Corporation (together with the Barrie Collateral Assignment and Direction, the “**Collateral Assignments**”),

(collectively, the “**Debtor Security**”).

11. The following persons each provided an unlimited joint and several guarantee of the indebtedness and obligations of the Debtor to the Lender pursuant to a guarantee dated December 2022 (the “**Guarantee**”):
 - (a) Stateview Construction Ltd. and Taura Developments Inc. (together, the “**Corporate Guarantors**”);
 - (b) Carlo Taurasi;
 - (c) Dino Taurasi; and
 - (d) Daniel Ciccone.
12. As security for their obligations under the Guarantee, the Corporate Guarantors provided the Lender with a first-ranking General Security Agreement dated December 16, 2022 (the “**Guarantor GSA**”)
13. Copies of the Debtor Security, the Guarantee and the Guarantor GSA are all attached hereto as **Exhibit “B”**.

Registrations and Priority

14. Copies of the parcel abstracts in respect of the Real Property confirming the first-priority position of the First Mortgage and the General Assignment of Rents are attached hereto as **Exhibit “C”**.
15. The parcel abstracts also show a subsequent mortgage registered against the Real Property in favour of MCO Management Inc. and Tony Karamitsos (together, the “**Second Mortgagee**”), which is fully postponed to the First Mortgage pursuant to a Subordination

and Standstill Agreement dated December 16, 2022, which is attached hereto as **Exhibit “D”**.

16. The Lender made a registration to perfect its personal property security interest against the Debtor pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”) on December 15, 2022 against all classes of collateral except “consumer goods” and “motor vehicle”. The Lender made additional registrations against the Debtor in respect of select other security interests granted by the Debtor in favour of the Lender. A copy of the PPSA Enquiry Response Certificate obtained from the Ministry in respect of the Debtor is attached hereto as **Exhibit “E”**.
17. The Lender made registrations to perfect its personal property security interest against the Corporate Guarantors pursuant to PPSA, also on December 15, 2022, against all classes of collateral except “consumer goods” and “motor vehicle”. Copies of the PPSA Enquiry Response Certificate obtained from the Ministry in respect of the Corporate Guarantors is attached hereto as **Exhibit “F”**.

Pre-Sales of Project Homes

18. Each of the 18 individual free-standing homes comprising the project has been pre-sold pursuant to, in each instance, an Agreement of Purchase and Sale (each, an “**APS**”) in a standard form in respect of this Project.
19. Each APS contains the following subordination and postponement provision at paragraph 43 therein:

The Purchaser hereby acknowledges the full priority of any construction financing or other mortgages arranged by the [Debtor] and secured by the Property over his interest as Purchaser for the full amount of the said mortgage

or construction financing ... Without limiting the foregoing, the Purchaser agrees that this Agreement shall be subordinated to and postponed to the mortgage(s) assumed and/or arranged by the [Debtor] (and presently registered or to be registered on title to the Property) ...

\$37 Million-plus Kiting Scheme

20. The Lender has learned that the Debtor, the Corporate Guarantors and certain related parties (collectively, the “**Debtor Group**”) are named in an extensive cheque-kiting scheme (the “**Kiting Scheme**”) involving The Toronto-Dominion Bank (“**TD Bank**”), resulting in losses to TD Bank in excess of \$37,000,000. TD Bank commenced Court proceedings to recover its losses and obtained emergency injunctive relief.
21. The foregoing details are set out in the recitals to the settlement agreement dated March 31, 2023 entered into among the Debtor Group and TD Bank (the “**Settlement Agreement**”), which was filed by those parties with the Court in separate proceedings bearing court file numbers CV-23-00696833-000 and CV-23-00697007-000, and is therefore publicly available. The Debtor Group includes the Debtor and Guarantors as defined above. A copy of the Settlement Agreement is attached hereto as **Exhibit “G”**.
22. Pursuant to the Settlement Agreement:
 - (a) the Debtor Group acknowledged its \$37 million-plus indebtedness to TD Bank and agreed to grant mortgages to TD Bank as security for such amount against several properties, but excluding the Real Property defined above;
 - (b) the Debtor Group agreed to make certain accelerated payments to TD Bank in respect of such acknowledged indebtedness, with the entirety of such obligation to be repaid by July 14, 2023; and

- (c) the Debtor Group agreed that TD Bank is at liberty to enforce the security granted in its favour thereunder if the Debtor Group fails to make the agreed-upon payments.

Defaults and Notices of Enforcement

23. The Kiting Scheme and resulting court proceeding constitutes an event of default under the First Mortgage. Specifically, it constitutes a default pursuant to the material adverse change provision at subsection (1) of the Additional Provisions of the First Mortgage.
24. The registration of construction liens against the Real Property constitutes further “Events of Default” as enumerated and defined in the First Mortgage.
25. By letter dated April 17, 2023, Fogler Rubinoff LLP (“**Fogler**”), real estate counsel to the Lender, notified the Debtor of the default under the First Mortgage and demanded, on behalf of the Lender, repayment of the entirety of the indebtedness of the Debtor to the Lender on or before May 3, 2023 (the “**Notice of Breach**”).
26. By letter dated April 21, 2023, Fogler delivered a Notice of Intention to Enforce Security to the Debtor pursuant to section 244(1) of the BIA (the “**BIA Notice**”). The 10-day statutory period for the repayment of the indebtedness under the BIA Notice has passed.
27. On May 1, 2023, 1890292 Ontario Inc. (“**189**”), a subcontractor on the Project, registered a lien claim against the Real Property in the amount of \$530,735.58 (the “**189 Lien**”). The 189 Lien constitutes a further event of default pursuant to the terms of the First Mortgage. A copy of the 189 Lien is attached hereto as **Exhibit “H”**.

28. By letter dated May 5, 2023, Fogler delivered a Notice of Sale under Mortgage to the Debtor and the Corporate Guarantors, the Second Mortgagee and 189 as parties with an interest in the Real Property (the “**Notice of Sale**”). The Notice of Sale specified that if the sums specified therein are not paid by June 10, 2023, the Lender would sell the Real Property.
29. By letters dated May 15, 2023 (the “**Collateral Notices**”), Fogler advised The Corporation of the City of Barrie and Alectra Utilities Corporation that any release of the cash collateral posted by the Debtor with such entities is to be remitted to the Lender, and not the Debtor.
30. Copies of the Notice of Breach, the BIA Notice, the Notice of Sale and Collateral Notices are attached hereto as **Exhibits “I”, “J”, “K” and “L”**, respectively.

Construction Liens

31. To my knowledge, and as at the time of swearing of this affidavit, an additional seven construction liens have been registered against the Real Property, as detailed below:
 - (a) on May 4, 2023, Pro Star Excavating & Grading registered a construction lien against the Real Property in the amount of \$6,404.93;
 - (b) on May 4, 2023, Pro Star Excavating & Grading registered an additional construction lien against the Real Property in the amount of \$50,000;
 - (c) on May 5, 2023, Pro Star Excavating & Grading registered an additional construction lien against the Real Property in the amount of \$15,000;
 - (d) on May 8, 2023, Tamarack Lumber Inc. registered a construction against the Real Property in the amount of \$506,325.70;

- (e) on May 9, 2023, Sunbelt Rentals of Canada Inc. registered a construction lien against the Real Property in the amount of \$5,564.79;
 - (f) on May 20, 2023, Woodbridge Stroneslinger (1994) Ltd. registered a construction lien against the Real Property in the amount of \$96,421.22; and
 - (g) on May 11, 2023, Stardrain & Concrete Inc. registered a construction lien against the Real Property in the amount of \$50,701.84.
32. To my knowledge, the current aggregate amount of construction liens registered against the Real Property is the amount of \$1,261,154.06. A summary of the construction liens is attached hereto as **Exhibit “M”**.
33. In my view, there is a likelihood that additional construction liens have, or will be registered against the Real Property, given the status of the Project and the TD Bank proceedings against the Debtor Group.

Risks to the Project

34. Construction at the Project has ceased amid the uncertainty caused by the Kiting Scheme, the various defaults and the numerous liens registered against the Real Property. The Debtor has ceased attending to the operations of the Project and to my knowledge has no current ability to see the Project to completion.
35. The Project is in a semi-finished state and at high risk of potential calamities that could jeopardize its completion and/or significantly erode value. Certain of these issues and concerns are documented in the Risk Observation Summary prepared by Northbridge

Insurance in respect of the Real Property based on a May 10, 2023 assessment date (the “**Risk Summary**”). A copy of the Risk Summary is attached hereto as **Exhibit “N”**.

36. The Project houses include wood framing, which is currently exposed to the elements given the homes’ semi-finished state. As the framing is not completed, all of the intended supports and trusses are not in place, creating various immediate risks. There also exists a real and significant risk of a fire erupting and spreading at the Project site. The absence of active subcontractors and other personnel at the Project significantly amplifies such risks.
37. The absence of personnel at the site also exposes the Project to potential mischief and theft, which could delay and hinder the Project’s completion and cause further losses to creditors.
38. The Risk Summary sets out that:
 - (a) all water supply to the Project has been shut off, with the result that the fire hydrants at the Project site are inoperable. The resultant risk to the Project site if a fire were to break out is clear and evident;
 - (b) there is insufficient distribution of fire extinguishers at the Project, which the insurer recommends discussing with subcontractors at the Project. Given that the subcontractors have ceased working at the Project site, this recommendation is unable to be effected at this time; and
 - (c) there is a risk of collapse as a result of the semi-finished state of the Project homes. The insurer recommends that an engineer visit the Project and ensure that the homes are braced to prevent collapse due to structural integrity issues or

high winds. The insurer's recommendation is unable to be effected at this time due to the Project's halted state and no one being in control of the Project.

39. The above risks to the Project will only be compounded by time and further exposure of the Project to the elements.

Immediate Need for a Receiver

40. The Lender's need for the appointment of a receiver is apparent based on the current circumstances as set out herein. The appointment of a receiver is necessary to preserve, protect and quickly realize on the collateral subject to the Lender's Security for the benefit of the Debtor's creditors in accordance with their respective priorities.

41. Receivership orders have been granted by this Court in respect of several other debtors that are related to the Debtor and form part of the Debtor Group¹, and the real estate projects managed by such other debtors. The Kiting Scheme and the inability of the subject respondents to see the various projects to completion constitutes the genesis of all such proceedings.

42. The appointment of the receiver is necessary and appropriate as a result of the following:
- (a) the Kiting Scheme and the registration of the construction liens constitute events of default pursuant to the terms of the First Mortgage;

¹ See, among others: (i) *Atrium Mortgage Corporation and Dorr Capital Corporation vs. Stateview Homes (NAO Towns II) Inc. et al.*, Court File No. CV-23-00698395-00CL; (ii) *Dorr Capital Corporation vs. Highview Building Corp Inc.*, Court File No. CV-23-00698632-00CL; (iii) *KingSett Mortgage Corporation and Dorr Capital Corporation vs. Stateview Homes (Minu Towns) Inc., et al.*, Court File No. CV-23-00698576-00CL.

- (b) the relevant notice periods under the Notice of Breach and the BIA Notice have expired;
 - (c) there is an immediate urgency, which does not lend itself to waiting until the expiry of the Notice of Sale issued by the Lender;
 - (d) the First Mortgage provides for the appointment of a receiver upon an event of default having occurred;
 - (e) the Project has completely stalled and requires the management and supervision of a receiver to progress in any meaningful way;
 - (f) the Project is at risk as a result of a potential calamity occurring due to its unfinished and abandoned state;
 - (g) the Lender's security position is deteriorating;
 - (h) the need to preserve, protect and ultimately realize on the Real Property subject to the Lender's security; and
 - (i) it is just and convenient to appoint a receiver.
43. The proposed Order appointing the Receiver permits the Receiver to borrow funds from the Lender for the purpose of financing the receivership. If necessary, these borrowings will be secured by Receiver's certificates to be issued by the Receiver and may be by way of further advances under the existing Security held by the Lender.
44. RSM has consented to act as the Receiver, and has agreed to have the Receiver's Charge rank behind the Lender's First Mortgage. A copy of RSM's consent to act as the Receiver is attached hereto as **Exhibit "O"**.

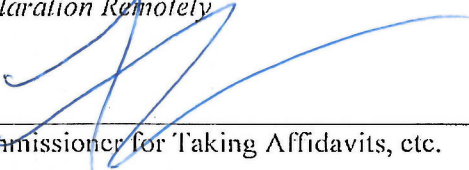
45. Mr. Carlo Taurasi, a director and officer of the Debtor, has advised me that he supports the receivership application.

Proposed Expedited Sale Process

46. The Lender is seeking the approval of the Sale Process as part of the initial application, concurrent with the Receiver's appointment. The purpose of the Sale Process is to solicit expedited offers for the Property, on an as-is, where-is basis. This would permit the Project to continue its development to completion, which is in the best interest of all stakeholders.
47. The Sale Process was developed in consultation with the proposed Receiver and would be conducted by the Receiver pursuant to a Court-approved mandate.
48. The Sale Process contemplates that the Receiver will immediately begin marketing the Real Property upon its appointment, including by reaching out to known potential bidders (including all parties with a registered interest in the Real Property) and to the Receiver's database of other parties, including builders who may be interested in acquiring a construction development project.
49. The Lender has discussed the Sale Process and the prospect of a potential bid with the Second Mortgagee, who I understand is a party that may be well-suited to submit a bid pursuant to the proposed Sale Process in view of its experience in the industry.
50. The Receiver is prepared to immediately enter into a non-disclosure agreement with the Second Mortgagee and other interested parties upon its appointment, and to engage with them as soon as possible regarding a potential bid.

51. The acceptance of any offer and the completion of any sale by the Receiver will be subject to further Court approval on a subsequent motion.
52. The Sale Process contemplates a 30-day solicitation period, after which time the Receiver will move to obtain an approval and vesting order in respect of the successful bid, determined in accordance with the Sale Process.
53. The Receiver may have to pay excess insurance coverage and take other steps to ensure the continuity of insurance during the 30-day period, which ensures the viability of a going-concern sale of the Property, but is also a reason in favour of the expedited process.
54. The 30-day formal solicitation period is in addition to the time that has elapsed since the date of the Notice of Sale issued by the Lender on May 5, 2023, which put the recipient parties thereto on notice that Lender would sell the Real Property as of June 10, 2023 if the First Mortgage was not redeemed by such time.
55. The 30-day formal solicitation period is also justified in the circumstances by the issues of concern outlined in the Risk Summary and the deterioration of value resulting from any delay of the construction of the Project.
56. I swear this affidavit in support of the application by the Lender for the appointment of the Receiver and the carrying out of the expedited Sale Process and for no other or improper purpose.

SWORN remotely via videoconference,
by JONATHAN MAIR stated as being
located in the City of Toronto, in the
Province of Ontario, before me at the City
of Toronto, the Province of Ontario, this
1st day of June, 2023, in accordance with
O. Reg 431/20, *Administering Oath or
Declaration Remotely*

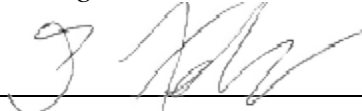


Commissioner for Taking Affidavits, etc.



JONATHAN MAIR

This is Exhibit "A" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI



Profile Report

STATEVIEW HOMES (HAMPTON HEIGHTS) INC. as of May 16, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
Ontario Corporation Number (OCN)	2838596
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	May 10, 2021
Registered or Head Office Address	410 Chrislea Road, 16, Woodbridge, Ontario, Canada, L4L 8B5

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

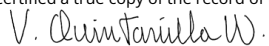
Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name DANIEL CICCONE
Address for Service 410 Chrislea Road, 16, Woodbridge, Ontario, Canada, L4L
8B5
Resident Canadian Yes
Date Began May 10, 2021

Name CARLO TAURASI
Address for Service 410 Chrislea Road, 16, Woodbridge, Ontario, Canada, L4L
8B5
Resident Canadian Yes
Date Began May 10, 2021

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

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Active Officer(s)

Name DANIEL CICCONE
Position Secretary
Address for Service 410 Chrislea Road, 16, Woodbridge, Ontario, Canada, L4L
8B5
Date Began May 10, 2021

Name CARLO TAURASI
Position President
Address for Service 410 Chrislea Road, 16, Woodbridge, Ontario, Canada, L4L
8B5
Date Began May 10, 2021

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Effective Date

May 10, 2021

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Initial Return PAF: PERRY CHEUNG - OTHER	May 18, 2021
BCA - Articles of Incorporation	May 10, 2021

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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This is Exhibit "B" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

Properties

<i>PIN</i>	58763 - 1780 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642; CITY OF BARRIE		
<i>Address</i>	39 AUBURN COURT BARRIE		
<i>PIN</i>	58763 - 1783 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642; CITY OF BARRIE		
<i>Address</i>	39 AUBURN COURT BARRIE		
<i>PIN</i>	58763 - 1788 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE		
<i>Address</i>	BARRIE		
<i>PIN</i>	58763 - 1789 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE		
<i>Address</i>	BARRIE		
<i>PIN</i>	58763 - 1790 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE		
<i>Address</i>	BARRIE		
<i>PIN</i>	58763 - 1791 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE		
<i>Address</i>	BARRIE		

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 STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
Address for Service 410 Chrislea Road,
Suite 16,
Woodbridge, Ontario
L4L 8B5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name FIRM CAPITAL MORTGAGE FUND INC.
Address for Service 163 Cartwright Avenue,
Toronto, Ontario
M6A 1V5

Statements

Schedule: See Schedules

Provisions

<i>Principal</i>	\$11,400,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	monthly, not in advance		
<i>Balance Due Date</i>	2024/07/01		
<i>Interest Rate</i>	See Schedule		
<i>Payments</i>			
<i>Interest Adjustment Date</i>	2023 01 01		
<i>Payment Date</i>	1st day of each and every month		
<i>First Payment Date</i>	2023 02 01		
<i>Last Payment Date</i>	2024 07 01		
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	Full insurable value		

Provisions

Guarantor Stateview Construction Ltd., Taura Developments Inc., Carlo Taurasi,
Dino Taurasi and Daniel Ciccone

Additional Provisions

Payments: Interest only monthly on the principal balance outstanding from time to time.

Signed By

Deanna Elizabeth Wehby 77 King Street West Suite 3000 PO acting for Signed 2022 12 16
Box 95 TD Centre Chargor(s)
Toronto
M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

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

Submitted By

FOGLER, RUBINOFF LLP 77 King Street West Suite 3000 PO 2022 12 16
Box 95 TD Centre
Toronto
M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

Fees/Taxes/Payment

Statutory Registration Fee \$69.00
Total Paid \$69.00

File Number

Chargee Client File Number : 225502 JF/DW

THIS IS A SCHEDULE TO A CHARGE/MORTGAGE between STATEVIEW HOMES (HAMPTON HEIGHTS) INC. as Chargor (the "Chargor") and FIRM CAPITAL MORTGAGE FUND INC. as Chargee (the "Chargee")

ADDITIONAL PAYMENT PROVISIONS

- (a) FOR THE PURPOSES hereof, "prime rate" shall mean the annual rate of interest charged from time to time by the Main Branch in Toronto of The Toronto-Dominion Bank (the "Bank") for demand loans in Canadian dollars to its most creditworthy commercial borrowers. In the event that at any time the Bank has in effect more than one such prime rate, then the highest rate shall be used. Should the Bank, during the term hereof, abolish or abandon the practice of publishing or issuing a prime rate, then the prime rate used for the balance of the term of this Charge shall be that rate then in effect at the Bank which most effectively meets with initial definition of prime rate.
- (b) PROVIDED this Mortgage shall be void upon payment of **ELEVEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$11,400,000.00)** of lawful money of Canada with interest thereon at a rate equal to the greater of 8.95% per annum or 3.50% per annum above the prime rate; with such interest to be calculated daily and compounded and payable monthly as herein set forth, as well after as before maturity and both before and after default as follows:
- (c) the whole of the said principal sum of **ELEVEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$11,400,000.00)** then outstanding shall become due and payable on July 1, 2024 and interest at the said rate compounded and calculated as aforesaid, as well after as before maturity and both before and after default on such portion of the principal as remains from time to time unpaid on the 1st day of each and every month during the term until the principal is fully paid; the first payment of interest is to be computed from the date of advance of funds hereunder, upon the principal sum so advanced, to become due and payable on February 1, 2023.
- (d) PROVIDED that if and whenever the prime rate is varied by the Bank, the interest rate hereunder shall be varied, so that at all times the interest rate hereunder, shall be 3.50% per annum above the prime rate then in effect.
- (e) IN THE EVENT that it may be necessary at any time for the Chargee to prove the prime rate applicable at any time or times, it is agreed that the certificate in writing of the Chargee setting forth the prime rate as at any time or times, shall be deemed to be conclusive evidence thereof for all purposes hereof.

The Chargor acknowledges that the prime rate as hereinbefore defined on a per annum basis was 6.45% on December 8, 2022.

ADDITIONAL PROVISIONS

DEFINITIONS

As used herein the following words or terms have the following respective meanings unless there is something in the context or the subject matter inconsistent therewith.

"Applicable Laws" means, in respect of any person, property, transaction or event, all applicable federal, provincial or municipal laws, statutes, regulations, rules, by-laws, policies and guidelines, orders, permits, licenses, authorization, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect

"Charge" means, collectively, the electronic Charge/Mortgage to which the Schedule is attached, the Schedule and all other Schedules and Appendices to the Charge/Mortgage or to the Schedule and shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto or thereof from time to time.

"Charged Property" means all legal and beneficial right, title, estate and interest in (a) the land described in the Properties section of the electronic Charge/Mortgage to which the Schedule is

attached, and any schedule to the Charge, together with any greater estate therein as hereafter may be acquired by the Chargor (collectively, the “Lands”), (b) all buildings, structures and other improvements, now or hereafter situated, placed or constructed upon the Lands from time to time (the “Improvements”), (c) all fixtures, materials, supplies, machinery, equipment, apparatus and other items or personal property now owned or hereafter acquired by the Chargor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Lands, including without limitation, water, gas, electrical, heating, cooling, ventilation, storm and sanitary sewer fixtures, equipment and facilities and all other utilities whether or not situated in easements (the “Fixtures”), (d) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the “Plans”), (e) all leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Lands and the Improvements, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof and all related security and other deposits (the “Leases”), (f) all rents, revenues, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying all or any part of the Lands and the Improvements (the “Rents”), (g) all other agreements, including without limitation property management agreements, construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licences, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property (collectively, the “Property Agreements”), (h) all rights, privileges, tenements, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (i) all insurance policies, unearned premiums therefore and proceeds from such policies covering any of the above Charged Property now or hereafter acquired by the Chargor, (j) all of the Chargor’s right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Lands, Improvements or Fixtures and (j) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing, and all conversions of the security constituted thereby so that the foregoing shall immediately and automatically be deemed a part of the Charged Property and subject to the security of the Charge as fully and completely and with the same priority and effect as those now owned by the Chargor and specifically described herein, without any further mortgage or assignment or conveyance by the Chargor. As used in this Charge, the term “Charged Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

“Chargee” means the Person or Persons named as Chargee in the Chargee(s) section of the electronic Charge/Mortgage to which this Schedule is attached and their respective successors and assigns.

“Chargor” means the Person or Persons named as Chargor in the Chargor(s) section of the electronic Charge/Mortgage to which the Schedule is attached and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

“Commitment” means the Commitment Letter dated November 11, 2022 issued by Firm Capital Corporation to the Chargor and assigned by Firm Capital Corporation to Firm Capital Mortgage Fund Inc., and shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto or thereof from time to time.

“Costs” means all fees, costs, charges and expenses incurred by or on behalf of the Chargee and/or the Servicer for or incidental to (a) preparing, executing and registering the Security Documents, renewals thereof and any amendments thereto (b) collecting payments due to the Chargee and/or the Servicer hereunder, the Commitment or under the Security Documents, (c) enforcing and realizing on this Charge and the other Security Documents, including power of sale, foreclosure, execution, judicial sale, court appointed or private receivership, possession and/or management of the Charged Property and other enforcement proceedings, and including without limiting the generality of the foregoing, all fees, costs, charges and expenses incurred in connection with the sale or attempted sale of the Charged Property, including real estate

commissions, auctioneer's fees, termination fees, stalking-horse fees, cancellation of listing agreement fees and all other like or incidental fees, (d) inspecting, protecting, securing, completing, insuring, repairing, equipping, taking and keeping possession of, managing, selling or leasing the Charged Property, including all protective disbursements and curing any defaults under or renewing any leasehold interests, I exercising any rights of a receiver appointed under this Charge or otherwise and such receiver's fees and expenses (including all legal fees and disbursements and agent's costs and expenses), (f) obtaining any environmental audits or other inspections, tests or reports with respect to the Charged Property, (g) complying with any notices, orders, judgments, directives, permits, licences, authorizations or approvals with respect to the Charged Property, (h) performing the obligations of the Chargor under the Security Documents, (i) all legal fees and disbursements in connection with the Indebtedness, on a substantial indemnity basis, and (j) any other fees, costs, charges or expenses including, renewal fees, forbearance fees, the Administration Fees and servicing fees, including all costs and expenses of the Servicer, payable to the Chargee and/or the Servicer hereunder, under the Commitment or under any of the Security Documents or otherwise at law or in equity. **"Costs"** will also include all other fees, costs, charges and expenses that are referred to elsewhere in this Charge or in any of the other Security Documents and interest at the interest rate chargeable herein on all such fees, costs, charges and expenses.

"Covenantor(s)" means any one of the Chargor, Stateview Construction Ltd., Taura Developments Inc., Carlo Taurasi, Dino Taurasi and Daniel Ciccone or any other guarantor, joint debtor, indemnifier, beneficial owner or other obligor of or in respect of the Loan, the Indebtedness or the Charged Property.

"Indebtedness" means all existing and future indebtedness, other covenants and obligations and liabilities owing or made by the Chargor to the Chargee and/or the Servicer from time to time pursuant to the Commitment, hereunder, from time to time, or under the Security Documents, matured or not, direct or indirect, absolute or contingent, including, (a) the amounts advanced hereunder, from time to time, on account of principal, (b) all interest due hereunder including, compound interest (c) Costs, (d) any amount, cost, charge, expense or interest which has been added to the Indebtedness hereunder or pursuant to the Security Documents or which are otherwise due and payable thereunder, and (e) payment performance and discharge and satisfaction of all obligations of the Chargor to the Chargee and/or the Servicer under the Security Documents or otherwise under and in respect of the Loan or the Indebtedness.

"Lien" means any mortgage, charge, pledge, hypothec, assignment, lien, lease, sublease, easement, right of way, security interest, restrictions, covenants or encumbrances of any kind or nature affecting all or any part of the Charged Property.

"Loan" means the loan made by the Chargee to the Chargor pursuant to the Commitment in the original principal amount of \$11,400,000.00 and all other amounts secured by this Charge and the other Security Documents.

"Permitted Encumbrances" means, as of any particular time, (i) any 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 relating to the Charged Property, (ii) any registered subdivision, development, servicing, site plan or other similar agreement with any governmental authority or public utility relating to the Charged Property, and (iii) any other encumbrances relating to the Charged Property previously consented to by the Chargee in its sole and subjective discretion, provided in each case that:

- (a) the Chargee is satisfied in its sole and subjective discretion that the same do not materially impair the servicing, development, construction, operation, management or marketability of the Charged Property;
- (b) the same does not materially affect the validity, enforceability, or priority of this Charge; and
- (c) the same has been complied with in full.

"Person" means and is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political

subdivision thereof, or any agency or department of any such government, and the estate trustees or other legal representatives of an individual in such capacity.

“Security Documents” means collectively, all documents, instruments, agreement, guarantees and opinions now or hereafter evidencing, securing, guaranteeing and or relating to the Loan and the Indebtedness or any part thereof, including, without limitation, the Commitment, the Charge, the Assignment of Rents, the General Security Agreements, the Guarantee(s), the Postponement of Claims, the Assignment of Rights Under Agreements of Purchase and Sale, Assignment of Material Project Agreements, Assignment and Direction to TARION, Assignment and Direction to Bank, Assignment and Direction to Authority, Assignment of Funds, and all certificates, declarations, undertakings, documents and writings provided or as required which are incidental to any of the foregoing and any other instrument or agreement provided and shall include all amendments, modifications, extensions, renewals, restatements, or replacements thereto or thereof from time to time.

“Servicer” means Firm Capital Corporation, or such other Person appointed by the Chargee as the servicer to administer and service the Loan and the within Charge from time to time.

COMPOUND INTEREST

If the Chargor defaults in any payment of interest, or other payment due pursuant to this Charge, compound interest at the interest rate chargeable hereunder will accrue and be payable on the sum in arrears (including all arrears of interest) from time to time, both before and after default, demand, maturity and judgment until paid and shall be paid forthwith. If the arrears and the compound interest are not paid within the interest calculation period provided for herein from the time of default, a rest will be made and compound interest at the interest rate chargeable hereunder will be payable on the aggregate amount then due, both before and after maturity, default and judgment, and so on from time to time until paid. All such compound interest shall be added to the Indebtedness and shall be secured by this Charge.

APPLICATION OF PAYMENTS

Prior to an Event of Default, all payments received by the Chargee on account of the Indebtedness shall be applied as follows, regardless of any other designation of such payments as principal, interest or other charges: first, to the repayment of sums advanced by the Chargee pursuant to this Charge or any of the other Security Documents for any reason (other than the principal amount), including sums advanced to pay realty taxes, Costs, insurance premiums or other charges against the Charged Property (together with interest thereon at the interest rate chargeable hereunder from the date of advance until paid), then to the payment of accrued but unpaid interest which is then due and payable, and finally, to reduction of the principal amount. Notwithstanding the foregoing, from and after an Event of Default, all payments received by the Chargee pursuant to the Loan shall be applied by the Chargee to principal, interest and such other charges due hereunder or under the other Security Documents in such order as the Chargee shall determine in its sole discretion.

ADVANCES AND COSTS

Neither the preparation, execution nor registration of this Charge or the other Security Documents shall bind the Chargee to advance all or any part of the Loan. The Chargor covenants to pay all Costs to the Chargee forthwith on demand whether or not all or any part of the Loan is advanced. Until paid, all Costs together with interest thereon at the interest rate chargeable hereunder shall be added to the Indebtedness and secured by this Charge.

PROOF OF OUTSTANDING AMOUNTS

The records maintained by the Chargee of the amounts of the Loan advanced to the Chargor and secured by this Charge, the amount of advances of the Loan which are outstanding and the amount of interest and other fees and Costs payable or secured under this Charge shall constitute prima facie proof thereof in any legal proceedings or action in respect of the Loan or this Charge.

FEES AND COSTS

LENDER PROPERTY INSPECTION FEE	\$1,000.00 prefunding or per renewal
2. ADMINISTRATION SET UP FEE	For all Loans under \$2 million: \$550.00 For all Loans \$2 million and higher: \$1,000.00
3. ADMINISTRATION ADVANCE FEES:	
TERM LOAN	\$500.00 per advance
CONSTRUCTION	
Construction Loan for 1 Unit:	\$350.00 per advance
Construction Loan for 2-4 Units:	\$500.00 per advance
Construction Loan for 5 or more Units:	\$1,250.00 per advance
4. BANK WIRE TRANSFER FEE	\$100.00 per wire
5. NSF / MISSED PAYMENT	Minimum: \$2,000.00 - or - As per the amount in the Commitment Letter.
6. PAYMENT PROCESSING FEE	\$60.00 (payable for manually processing a payment from a borrower's pre-authorized bank account, arranging the processing of any payment on any date other than the schedule payment date or administering a stop payment)
7. CONSTRUCTION MONITORING	
	DRAW FEE \$700.00 (if monitored by FCC, and a draw done without a monitor calculations)
8. PIN MONITIRING FEE:	\$70.00 for each separate property provided as security for the Loan, and an additional fee of \$25.00 shall be due on each anniversary date of the interest adjustment date for each separate property provided as security for the Loan.
9. PROPERTY TAX	
- Tax Default Fee:	\$250.00 per tax status inquiry. (If the Chargor fails to provide satisfactory confirmation of tax payments)
- Tax Account Administration Fee:	\$275.00 per annum
- Property Tax Status Inquiry Fee:	\$125.00 (payable for the handling of tax inquiries, preparation of related documentation and investigating the status of tax payments)
10. LOAN MAINTENANCE FEE	\$450.00 charged per annum
11. INSURANCE:	
-Insurance Administration Default Fee:	\$500.00 (for cancelled or expired Insurance)
-Insurance Placement Fee:	\$500.00 (This fee is in addition to the Insurance Premium)
12. MORTGAGE STATEMENTS	
- Statement for Information Purposes Fee:	\$300.00 per Statement
- Discharge Fee:	\$465.00 or as per the amount in the Commitment Letter
- Statement & Administration Fee:	\$265.00 per Statement
- Duplicate Loan Statement Fee:	\$250.00 (payable for the preparation of each duplicate year-end mortgage loan statement)
13. PPSA RENEWAL FEE	\$100.00 per PPSA registration, plus the cost of the preparation and registration of the PPSA renewal.
14. DEFAULT PROCEEDINGS FEE	\$1,500.00 (payable per event or per preparation of a mortgage file for legal action and/or enforcement)
15. ENFORCEMENT FEE:	A three (3%) of the principal balance outstanding under the Loan payable by the Chargor and/or Guarantors on the initial date that such enforcement action was taken. If the Lender is required to attorn rents at the property(s) provided as security for the Loan, a ten (10%) percent property management fee will be

charged to the Chargor (based on 10% the gross rents collected).

16. POWER OF SALE ENFORCEMENT

ADMINISTRATION FEE

a. Notice of Sale	\$2,000.00	
b. Statement of Claim	\$2,500.00	
c. Judgement	\$1,750.00	per judgement
d. Writ of Possession/Eviction	\$1,750.00	
e. Court Motion Material Review Administration Fee	\$1,500.00	per motion

17. MISCELLANEOUS DOCUMENT EXECUTION

Subdivision Plans, non-disturbance agreements or other documents required to security **\$350.00** per occurrence

18. COPY OF SURVEY **\$250.00**

19. COURIER FEE **\$60.00** plus HST

20. LONG DISTANCE CHARGES **\$20.00** (minimum) per call

21. REVIEW ADMINISTRATION FEE **\$500.00** (for the review of each land title document, postponement, certificate, confirmation, or similar document required to be issued or executed at the Chargor's request)

(collectively, the "**Administration Fees**")

The Chargor acknowledges and agrees that the service fees and/or Administration Fees and Costs provided for herein are a genuine pre-estimate of the value of the services performed for same and are not a penalty or additional interest on the Loan secured by this Charge.

PRIVACY PROVISIONS

- (a) The Chargor hereby irrevocably consents to the Chargee releasing and disclosing to any other parties, their authorized agents and solicitors requesting the same, any and all information, whether confidential or not, in its possession regarding the Charged Property or the within Loan including, without limitation, details of the Loan balance, the terms of this Charge, defaults hereunder (existing or prior) and like matters.
- (b) The Chargor hereby confirms and agrees that the release and disclosure of any such information by the Chargee constitutes the release and disclosure of such information with the full knowledge and consent of the Chargor within the meaning of the Personal Information Protection and Electronic Documentation Act (Canada), as amended.
- (c) The Chargor hereby releases the Chargee from any and all liabilities, damages, suits, actions, claims, monies and costs arising from (i) the release and disclosure of any such information by the Chargee, and (ii) any breach of the provisions of any applicable laws, including the Personal Information Protection and Electronic Documentation Act (Canada), as amended, provided that the Chargee has acted in accordance with the consent and direction received from the Chargor.

CROSS DEFAULT

The occurrence of an Event of Default under the provisions of this Charge, under any of the other Security Documents or under the Commitment or pursuant to any other charge or Security Documents between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, or any default by the Chargor under any lease which is not cured within any applicable cure period, shall be deemed to be an Event of Default hereunder and under all the Security Documents and shall entitle the Chargee to pursue its remedies under any or all of the Security Documents.

NON-MERGER

Notwithstanding the registration of this Charge and the advance of funds hereunder, the terms and provisions of the Commitment shall remain binding and effective upon the parties. It is understood and agreed that any default under the said Commitment shall be deemed a default under this Charge. In the event of any inconsistency, discrepancy or conflict between the terms of the Charge and the terms of the Commitment, the Chargee may, in its sole discretion, determine which shall prevail. The Chargor acknowledges that the terms and provisions of the Commitment are not exhaustive. The Chargor acknowledges that any provisions contained herein or in any of the other Security Documents which are not dealt with in the Commitment or which expand and elaborate on provisions in the Commitment shall be deemed not to be an inconsistency or in conflict with the provisions of the Commitment.

PAYMENTS

ANY DISCHARGE of this charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon, as well as the payment of all costs and any other amounts that are outstanding under this Charge. All payments hereunder shall be made payable to:

FIRM CAPITAL CORPORATION-TRUST
at: 163 Cartwright Avenue
Toronto, Ontario

or such other place as the Chargor is notified of from time to time. All payments received after 1:00 p.m. shall be deemed to have been received on the following business day. The loan secured herein and the amounts payable by the Chargor hereunder is due and payable on the dates set out in this Charge and shall be made without any deduction, set-off or counterclaim by the Chargor for any reason whatsoever.

The Chargor acknowledges and agrees that any payments made to discharge the said Charge to the Chargee's Solicitors or any other authorized agents of the Chargee shall not be deemed to constitute payment received by the Chargee until the same is received by the Chargee at its offices as set out above.

SERVICER

The Chargor acknowledges and agrees that the Chargee may retain the services of the Servicer to administer and service the Loan and the within Charge, including, without limitation, collection of all monies due hereunder from time to time and receipt of all reports, notices and other documentation required to be provided by the Chargor and the Chargor agrees to comply promptly with any request or notice given by the Servicer in accordance with this Charge and any of the Security Documents.

ENVIRONMENTAL

The Chargee or agent of the Chargee may, at any time after default, and for any purpose deemed necessary by the Chargee, enter upon the Lands to inspect the Lands and Improvements thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the Lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the rate charged herein for the Loan, shall be payable by the Chargor forthwith and shall be a charge upon the 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 Lands and Improvements.

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 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 Lands of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the Indebtedness and any other existing obligations of the Chargor

to the Chargee in respect of the Indebtedness and any other exercise by the Chargee of any remedies available to them of any default under the Charge.

The Chargor hereby represents and warrants that neither the Chargor, nor, to their knowledge, any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held, located or disposed of on, under or at the Lands and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation, laws respecting the discharge, emission, spill or disposal of any Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and covenants to cause any person permitted by the Chargor to use or occupy the Lands or any part thereof to continue to so operate.

The Chargor hereby indemnifies the Chargee, its officers, directors, employees, agents and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as direct result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material where it has been proven that the source of the Hazardous Material is the Lands, including, without limitation: (i) the costs of defending any/or counter-claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out of a settlement of any action entered into by the Chargee; and the provisions of and undertakings and indemnification set out in this Section shall survive the satisfaction and release of the Security Documents and payment and satisfaction of the Indebtedness and liability of the Chargor to the Chargee pursuant to this Charge and any of the other Security Documents. The indemnity contained herein in favour of the Chargee shall enure to the benefit of the Chargee's successors and assigns of the Loan and the Security Documents. For the purposes of this Section "Hazardous Material" means any contaminant or pollutant or any substance that when released in the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

The indemnity contained herein shall survive the repayment of the Indebtedness and shall continue in full force and effect so long as the possibility of any such liability, claim or loss exists.

CONFLICT/AMBIGUITY

Where conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule and any one or more of the provisions contained in the standard charge terms, the provisions contained in this Schedule shall, to the extent of such conflict or ambiguity, be deemed to govern and prevail.

COMPLIANCE WITH APPLICABLE LAWS

The Chargor has and is presently complying with its obligations and will continue to comply with its obligations, to make payment of all taxes, deductions, withholdings and remissions to the Province of Ontario and the Government of Canada (collectively, the "**Governmental Authorities**") under the *Income Tax Act*, Canada, the *Excise Tax Act*, Canada, the *Canada Pension Act*, Canada, the *Employment Insurance Act*, Canada, the *Retail Sales Tax Act*, Ontario, the *Fuel Tax Act*, Ontario, the *Tobacco Tax Act*, Ontario, the *Development Charges Act*, Ontario, the *Workplace Safety and Insurance Act*, Ontario and any other Applicable Laws, whether provincial or federal, as any one or more of them may be amended from time to time, the default of which would form the basis of a super priority claim by any of such governmental authorities under such Applicable Laws over the Indebtedness and the priority of the Security Documents.

MANAGEMENT FEE

In the event that the Chargee collects any payments of Rent due to the Chargor's default or takes possession of the Lands, the Chargee shall be entitled a management fee equal to the greater of

ten (10%) percent of all the gross receipts from the Rents, it being understood for greater certainty that the Chargor and Chargee have agreed that in the circumstances the management fee is a just and equitable fee having regard to the circumstances. The Chargor acknowledges and agrees that the said management fee is a reasonable estimate of the fees to be incurred for the time, value and opportunity for dealing with the Charged Property, including professional advisors, appraisers, engineers, occupants, building inspectors, checking property taxes and insurance, maintenance and repairs, Liens or other matters usually dealt with by managers of like lands, which amount is deemed not to be a penalty.

SUBSEQUENT ENCUMBRANCES

In the event of the Chargor further encumbering the Lands without the prior written consent of the Chargee, such further encumbering shall constitute a default under this Charge and in such event, at the sole option of the Chargee, the Indebtedness owing under the within Charge shall immediately become due and payable.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all Liens and agreements registered against the title to the Charged Property in good standing in accordance with their terms, comply with all Applicable Laws, including, zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance, outstanding permits, or judgements, or the registration of any Liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an Event of Default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder, the Security Documents and at law including the right to accelerate the Indebtedness. Waiver or indulgences granted by a prior encumbrancer shall not prevent non-payment from being a default under this charge.

In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, Lien, any matter raised in the previous paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the Charged Property and the Chargee may also expend monies in order to cure any default hereunder, under any Lien, a Permitted Encumbrance or any matter set forth in the previous paragraph respecting the Charged Property or any part thereof, and the amounts so paid together with all costs associated therewith shall be added to the Indebtedness hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in default of payment, the entire Indebtedness, shall become payable at the option of the Chargee and the remedies hereby given, under the Security Documents and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, or expending such monies in order to cure a Lien default, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge, assignment of charge, unregistered or assignment of lease, until paid.

BANKRUPTCY AND INSOLVENCY

THE CHARGOR acknowledges and agrees that any and all Costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the *Companies' Creditors Arrangement Act, R.S., c.C-25, s.1* (the "**CCAA**"), the *Bankruptcy and Insolvency Act, R.S., 1985, c.B-3, s.1, 1992, c.27, s.2* (the "**BIA**") or any other statute shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such Costs, including any costs of its personnel and outside professionals, including legal counsel, in administering and addressing any requirements of the said Acts 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 Chargee for the Indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

REORGANIZATION PROCEEDINGS

The Chargor represents and warrants that the Charged Property is of such a unique nature that, in the event the Chargor sought to reorganize its affairs under any of the laws of Canada (or any province) which provides the ability of a debtor to reorganize its affairs with its creditors (including, without limitation, under the CCAA, the BIA or any other statute) or pursuant to which it sought protection from its creditors, the Chargee would not have a sufficient commonality of interests with any other creditor of the Chargor such that the Chargee would be required to vote on any reorganization, arrangement, compromise or other transaction in a class with any other creditors of the Chargor and, in that regard, covenants and agrees that the Chargee will be treated in its own exclusive class of creditors for such purpose. Without limiting the generality of the foregoing, the Chargor covenants and agrees that:

- a) it will give the Chargee not less than ten (10) days written notice prior to the commencement of any proceedings under any of the CCAA, the BIA or any other similar or analogous legislation (such proceedings being referred to as **“Reorganization Proceedings”**);
- b) in no circumstances will the Chargor seek, suffer or permit the right of the Chargee to be stayed or otherwise affected in any Reorganization Proceedings;
- c) in the event that Reorganization Proceedings are commenced, the Chargor will consent to an order directing that all rents or other revenues generated or received in respect of the Charged Property will forthwith be deposited into a segregated trust account under the sole control of the Chargee and that same shall not constitute the Chargee to be a mortgagee in possession of or in control or management of the Charged Property or result in an acceleration of the Indebtedness hereunder unless so designated by the Chargee at its sole option; and

in the event of a Reorganization Proceeding: (i) the Chargor will not oppose any steps taken by the Chargee to seek an Order lifting any stay of proceedings that may be imposed; (ii) will not seek to prime the Chargee through any debtor in possession financing, receiver charge or any court-ordered charges; and (iii) will not seek to have the Charged Property sold as part of any process without the Chargee’s prior consent.

ABANDONMENT OF CHATTELS

In the event that the Chargor vacates the Charged Property and leaves its chattels or trade fixtures (collectively, the **“Chattels”**) at the Charged Property, or if the Chargor fails to remove the Chattels upon being evicted then:

- (a) the Chattels shall be deemed to have been abandoned by the Chargor;
- (b) the Chargee shall be entitled to dispose of or sell or transfer the Chattels or store them, in its sole discretion;
- (c) the Chargor shall pay all costs incurred by the Chargee relating to any sale, transfer, disposition, dumping or storage of the Chattels by the Chargee;
- (d) the Chargee shall have a charge and lien on any stored Chattels for all storage costs relating thereto; and
- (e) the Chargor hereby releases and forever discharges the Chargee from any claims, actions, causes of action, damages, losses, costs and expenses relating to any steps taken by the Chargee in respect of the Chattels including discarding and dumping same in a junk yard or otherwise for no consideration.

NO EXPLOITATION

The Chargor acknowledges and declares that the Chargor entered into this Charge freely and of its own will. In particular, the Chargor acknowledges that this Charge was freely negotiated by the Chargor and the Chargee in good faith, that this Charge does not constitute a contract of adhesion, that there was no exploitation of the Chargor by the Chargee, and that there is no disproportion between the consideration provided by the Chargee and that provided by the Chargor.

INDEPENDENT LEGAL REPRESENTATION

The Chargor hereto acknowledges that it has full knowledge of the purpose and essence of this Charge/Mortgage transaction, and that it has been appropriately and independently legally represented in that regard. The Chargor acknowledges and agrees with the Chargee that the Chargee's solicitors, Fogler, Rubinoff LLP, do not represent the Chargor or provide the Chargor with any legal advice whatsoever. The Chargor acknowledges that the Charge, all supporting Security Documents and all electronic documents including the Charge, Notice of Assignment of Rents and Acknowledgement and Direction (collectively, the "Documents") and the effect of the Chargee's solicitors signing any of the electronic documents have been fully explained to the Chargor by its own independent counsel. The Chargor acknowledges that it has fully understood the import of the Documents.

NON-TRANSFER

Paragraph 14 of Standard Charge Terms 200033 is hereby deleted.

In the event that the Chargor purports to sell, convey, transfer, assign or exercise a power of appointment with respect to the Lands herein described to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the Lands herein described without first obtaining the consent in writing of the Chargee the entire Indebtedness hereby secured shall, at the option of the Chargee, forthwith become due and payable.

AUTOMATIC RENEWAL

In the event that the Chargor fails to repay the Indebtedness outstanding on the Balance Due Date (or if there is a provision in the Commitment permitting the Chargor to renew the term herein upon written notice to the Chargee, then the extended Balance Due Date if the term is so extended by the Chargor) or the Chargor fails to accept a renewal offer tendered by the Chargee (for any reason not attributable to the Chargee) within 10 business days of the Balance Due Date, then the Chargee may at its sole option, automatically renew this Charge for a period of one month from the maturity date, at an interest rate equal to the greater of 12.00% per annum or The Toronto-Dominion Bank prime rate plus 5.00% per annum, calculated daily and payable monthly. In the event that the renewal has not been finalized within this one month period, then there will be no further extensions, and the Chargee may, at its option, exercise its remedies under the Charge or as available at law. The Chargee shall not be obligated to offer any renewal. All other terms and covenants under the existing Charge shall continue to apply. A Processing Fee which is the greater of \$1,000.00 or 1/10 of 2.00% of the outstanding balance shall be added to the Indebtedness if this extension is exercised by the Chargee as aforesaid.

PRE-AUTHORIZED PAYMENT

The Chargor hereby covenants and agrees upon the Chargee's request to participate in the Chargee's pre-authorized chequing program by completing the necessary application and providing the Chargee with a sample "void" cheque, or alternatively, at the Chargee's request, the Chargor shall provide a series of 12 post dated cheques, from time to time.

TAXES

THE CHARGOR in addition to the aforesaid payments of principal and interest, covenants and agrees to pay taxes as hereinafter provided, the Chargee shall estimate the amount of the taxes chargeable against the Lands payable in each year and the Chargor shall pay to the Chargee one-twelfth of the estimated annual amount together with the aforesaid payments of principal and interest in each and every month during the term of this Charge, commencing with the first payment date aforesaid and the Chargee shall apply such payments on the taxes so long as the Chargor is not in default under this Charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of the taxes oftener than yearly; provided, however, that if the Chargor shall pay any sum or sums to the Chargee to apply on the taxes, and if before the same shall have been so applied there shall be default by the Chargor in respect of any payment of principal or interest as herein provided, the Chargee may at its option apply such sum or sums in or towards payments of the principal and/or interest in default; and in the event that

the taxes actually charged for any one year, together with any interest and penalties thereon, exceed the estimated amount, the Chargor shall pay to the Chargee on demand the amount required to make up the deficiency; and if the Chargor desires to take advantage of any discounts or avoid any penalties in connection with the payment of taxes, the Chargor may pay to the Chargee such additional amounts as are required for that purpose; and the Chargor shall transmit to the Chargee forthwith after receiving them the assessment notices, tax bills and other notices affecting the imposition of taxes upon the Lands.

TAXES shall mean and include all taxes, rates and assessments of whatever nature or kind, including local improvement rates and any and all interest and penalties thereon.

THE CHARGEES MAY, unless payment has otherwise been made, deduct from the charge advances, an amount necessary to pay the current year's taxes and an amount which together with the monthly tax payments to be made to and including April of the following calendar year, will be sufficient to pay the taxes for the following calendar year.

NO MONEYS paid to the Chargee pursuant to the foregoing shall be held in trust for nor bear interest to the credit of the Chargor.

THE FOREGOING tax clause is in addition to and without prejudice to the other provisions of the within Charge in regard to realty taxes.

PREPAYMENT PROVISIONS

Provided that upon giving fifteen (15) days' written notice, the Chargor, when not in default hereunder, shall have the privilege of prepaying the whole or any part of the said principal sum hereby secured on any banking day without any interest bonus and upon payment of the applicable Administration Fees including the discharge statement administration fee as herein set out.

- (a) if prepayment of any part of the principal sum secured hereunder is made by reason of payment after acceleration upon the occurrence of a default, the Chargor agrees to pay to the Chargee three (3) months' interest on the principal amount prepaid at the rate of interest chargeable hereunder at the time of prepayment as hereinbefore set out.
- (b) If the Indebtedness and any of the other sums which may be due hereunder or under the Security Documents are not repaid on or before the Balance Due Date, then the Chargor agrees to pay to the Chargee in addition to the amounts required to obtain a discharge, three months interest at the rate of interest chargeable hereunder on the principal amount outstanding on the Balance Due Date.

SECURITY INTEREST IN CHATTELS

It is hereby mutually covenanted and agreed by and between the parties hereto that all chattels, erections, Fixtures and Improvements, fixed or otherwise, now or hereafter put upon the Charged Property and in which the Chargor has any interest, including, but without limiting the generality of the foregoing, all drapes, lobby furniture, refrigerators and stoves, heating equipment, air-conditioning and ventilation equipment, blinds, storm windows and doors, window screens, etc. and all apparatus and equipment appurtenant thereto are and shall in addition to other fixtures thereon, be and become Fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors, legal representatives and assigns, and all persons claiming thereunder and shall be a portion of the security for the Indebtedness hereinbefore mentioned.

INSURANCE RENEWAL

The Chargee shall be entitled to its standard servicing fee for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. In the event that the evidence of continuation of insurance as herein required has not been delivered to the Chargee, the Chargee shall be entitled to its standard servicing fee for each written inquiry which the Chargee shall make to the insurer pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within

provision arranges insurance coverage with respect to the Lands and the Improvements, the Chargee in addition to the afore-noted servicing fee shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

APPOINTMENT OF RECEIVER

AT ANY TIME after the Security Documents hereby constituted become enforceable, or the monies hereby secured shall have become payable, the Chargee may from time to time appoint by writing, or apply to a court of competent jurisdiction for the appointment of, a Receiver (which term shall include a receiver and manager) of the Charged Property or any part thereof, with or without Bond, and may from time to time remove the Receiver and appoint another in his stead, and any such Receiver appointed hereunder shall have the following powers (but shall not be limited to such powers):

- (a) To take possession of the Charged Property and to collect and get in the same and for such purpose to enter into and upon any lands, premises and Improvements wheresoever and whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as he shall deem necessary;
- (b) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as he shall think proper, and to repair and keep in repair the Charged Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the Charged Property of the Chargor;
- (c) To sell or lease or concur in selling or leasing any or all of the Charged Property, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the Charged Property; and he may make any stipulations as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the Charged Property and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefor and in the event of a sale on credit neither he nor the Chargee shall be accountable for or charged with any monies until actually received;
- (d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Property for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- (e) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the Charged Property in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Charged Property in priority to this Charge;
- (f) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Charged Property, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (g) To fully manage, develop, operate, lease, construct, deal with agreements, complete, repair, renovate or alter the Charged Property or any part thereof on behalf of the Chargor and to take all such actions as are required in the exercise of such powers including entering into, amending and terminating such contracts and other agreements relating to

the Charged Property as are necessary or advisable, in the opinion of the Receiver, and the entering into, renewal, amendment, supplement, or termination of any agreements and leases as the Receiver may deem appropriate in its sole and absolute discretion;

- (h) To execute and deliver to the purchaser of any part or parts of the Charged Property, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the Lands or any part or parcels thereof by, from through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;
- (i) To exercise any powers as may be granted by a court upon such appointment;

AND IT IS AGREED that no purchaser at any sale purporting to be made in pursuance of the aforesaid power or powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Chargor, or of any party claiming by or under it, in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only.

The net profits of the business of the Chargor and the net proceeds of any sale of the Charged Property or part thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to this Charge:

- (a) Firstly, in payment of all Costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by him;
- (b) Secondly, in payment of all Costs, charges and expenses payable hereunder;
- (c) Thirdly, in payment to the Chargee of the principal sum owing hereunder;
- (d) Fourthly, in payment to the Chargee of all interest and arrears of interest and any other portion of the Indebtedness remaining unpaid hereunder; and
- (e) Fifthly, any surplus shall be paid in accordance with the *Mortgages Act* (Ontario) or any order of the Court; provided that in the event that any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

The Chargee shall not be liable to the Receiver for his remuneration costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising unless the same shall be caused by his own gross negligence or willful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

The appointment of a Receiver by the Chargee shall not, to the extent permitted by law, incur or create any liability on the part of the Chargee in connection with 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 Chargee as a mortgagee in possession in respect of the Charged Property or any part thereof.

PAYMENT OF COSTS

The Chargor shall pay to the Chargee on demand all legal fees payable on a full indemnity basis, Costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees as herein set forth including costs incurred with respect to:

- (a) the Chargee obtaining advice at any time as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
- (b) the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
- (c) any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and
- (d) any appraisals, environmental reports, engineering reports, cost consultants reports, or any other reports obtained at any time by the Chargee relating to the Charged Property.

In the event the Chargor fails to pay any such legal fees, Costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, Costs and expenses shall be secured by this Charge and added to the Indebtedness secured hereunder and shall bear interest at the rate herein set forth.

LIMIT ON RATE OF INTEREST

(a) Adjustment

If any provision of the Commitment, this Charge or any other of the Security Documents would oblige the Chargor to make any payment of interest or other amount payable to the Chargee in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Chargee of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in receipt by the Chargee of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

- (i) firstly, by reducing the amount or rate of interest required to be paid hereunder as applicable; and
- (ii) thereafter, by reducing any fees, commissions, premiums and other amounts which would constitute interest for purposes of Section 347 of the Criminal Code (Canada).

(b) Reimbursement

If, notwithstanding the provisions subsection (a) above, and after giving effect to all adjustments contemplated thereby, the Chargee shall have received an amount in excess of the maximum permitted by such subsection, then the Chargor shall be entitled, by notice in writing to the Chargee, to obtain reimbursement from the Chargee of an amount equal to such excess, and pending such reimbursement such amount shall be deemed to be an amount payable by the Chargee to the Chargor.

(c) Calculation

Any amount or rate of interest referred to in this Section shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term of any revolving loan on the assumption that any charges, fees or expenses that fall within the meaning of “interest” (as defined in the Criminal Code (Canada)) shall, if they relate to a specific period of time be prorated over that period of time and otherwise be prorated over the period from the date of this Charge to the maturity date thereof and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee shall be conclusive for the purposes of such determination.

AGREEMENTS IN WRITING

No agreement for modification to the within Charge or to any other of the Security Documents provided to the Chargee, including any renewals hereof or for extension of the time for payment of the Indebtedness due hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Chargor to the Chargee after the expiration of the Balance Due Date or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no modification, amendment, at any time to the within Charge or to any security agreement provided to the Chargee or any renewal hereof or extension of the time for payment of any Indebtedness due hereunder shall result from, or be implied from, any other act, matter or thing, save only an express agreement in writing between the Chargor and the Chargee.

CONTINUING SECURITY

Without limiting any other provision hereof, this Charge secures, *inter alia*, a current or running account and any portion of the principal amount may be advanced or readvanced by the Chargee in one or more sums at any future date or dates and the amount of such advances and readvances when so made will be secured by this Charge and be repayable with interest at the interest rate stipulated in this Charge. This Charge will be security for the ultimate balance owing to the Chargee arising from the current and running accounts represented by advances and readvances of the principal amount or any part thereof with interest at the interest rate stipulated in this Charge and all other amounts secured hereby and notwithstanding any change in the amount, nature and form of the loan Indebtedness from time to time. If the whole or any part of the principal amount hereby or other amount secured hereby is repaid, this Charge shall be and remain valid security for any subsequent advance or re-advance by the Chargee to the Chargor until such time as the Chargee has executed and delivered to the Chargor a complete discharge of this Charge. The provisions relating to defeasance contained in Subsection 6(2) of the *Land Registration Reform Act* (Ontario) are hereby expressly excluded from this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that it is not a “farmer” within the meaning of the *Farm Debt Mediation Act*, S.C. 1997, c.21 (the “Act”) and covenants and agrees with the Chargee that, in the event that at any time during the term of this Charge the Chargor shall, at the option of the Chargee, become a “farmer” within the meaning of the Act, it shall forthwith provide written notice of this fact to the Chargee.

PAYMENT OF AMOUNTS OWING TO GOVERNMENTAL AUTHORITIES

During the term of the Charge and any renewal or extension thereof, the Chargor and/or the Covenantors will pay when due all amounts owing to any governmental authority which, if unpaid, would give such governmental authority recourse for such amounts ranking in priority to the within Charge or any of the other Security Documents and agreements given by the Chargor to the Chargee in connection with the advance of funds hereunder and the failure to pay any such amount when due will constitute, at the option of the Chargee, a default hereunder.

INSURANCE – ADDITIONAL PROVISIONS

In addition to any other insurance provisions contemplated by this Charge, the Commitment, or the Standard Charge Terms registered as No. 200033, the Chargor will at all times during the

term maintain the insurance required by the Chargee including, without limitation, the following coverages:

- (a) Comprehensive on an all-risks basis, or if applicable, builder's risk of direct physical loss or damage, including, without limitation, coverage for the foundations of all improvements and flood and earthquake coverage, all on a replacement cost basis with loss payable to the Chargee under an Insurance Bureau of Canada mortgage clause; the policy should allow for the improvements on the Lands to be completed (if applicable), for partial occupancy, and for the Lands to be vacant and unoccupied for a period of at least 30 days;
- (b) Comprehensive broad form boiler and machinery insurance covering all pressure vessels (whether fired or unfired), air conditioning and miscellaneous electrical apparatus on the Lands, for an amount satisfactory to the Chargee, with loss payable to the Chargee under a Boiler and Machinery Insurance Association mortgage clause;
- (c) Business interruption or rental income loss coverage on a gross profits or rentals form sufficient to cover 100% of the loss of Rents or loss of business income from the business conducted on the Lands for a period of twelve (12) months, based on the greater of actual or projected revenue, in respect of all perils described in (a) and (b) above;
- (d) Comprehensive general liability insurance, inclusive of bodily injury, death or property damage or loss, for a minimum amount of \$3,000,000.00 per occurrence or such other amount as the Chargee may reasonably request;
- (e) Theft of chattels;
- (f) Prior to any advance of the principal amount, the Chargor will provide to the Chargee or its solicitors certificates of insurance policies providing the above coverages. The Chargee may have the insurance policies reviewed by a qualified property insurance consultant to ensure the insurance requirements of the Commitment are satisfied;
- (g) Evidence of policy renewal or satisfactory replacement must be provided annually at least thirty (30) days before expiry; and
- (h) Coverage of such other risks and perils as the Chargee may consider advisable or desirable from time to time.

Although the Chargee reserves the right to insist that all policies be on a "no co-Insurance" basis, the Chargee may consider accepting stated amount co-insurance provided that the Chargor shall at all times maintain a sufficient amount of insurance to prevent the Chargor from becoming a co-insurer under the terms and conditions of the policy.

Each policy shall be in a form and with an insurer satisfactory to the Chargee and will provide that any loss shall be payable to the Chargee as their interest may appear, subject to the standard form of mortgage clauses approved by the Insurance Bureau of Canada. The above referenced policies shall provide that the Chargee shall receive thirty (30) days' prior written notice of cancellation or material change to the policies. The Chargor will furnish to the Chargee or its solicitors, prior to the advance of any funds, original or certified copies of insurance policies providing the above coverages. Evidence of policy renewal or satisfactory replacement must be provided annually at least (30) days before expiry of the policy.

If the Chargor fails to comply with the insurance obligations herein, the Chargee may take out insurance which it deems adequate, and the Chargor shall pay to the Chargee, on demand, all sums paid for that purpose plus accrued interest up to the reimbursement date at the rate payable hereunder.

In the event of a loss, the Chargor shall immediately advise the Chargee and shall not undertake any repairs or renovations without the consent of the Chargee. The Chargor acknowledges and agrees that any insurance monies received may, at the option of the Chargee, be applied in rebuilding, re-instating, or repairing any building, or be paid to the Chargor, or be applied in the sole discretion of the Chargee, in full or in part against the amounts due hereunder or any part thereof, whether due or not then due, or paid partly in one way and partly in another.

UNDERTAKINGS

In the event that an Event of Default has occurred with respect to any of the terms of any undertakings delivered to the Chargee in consideration of the advance of funds under this Charge, or thereafter or with respect to any covenant contained in these additional provisions and in any of the other Security Documents, such default, at the option of the Chargee, will be an Event of Default under this Charge and entitle the Chargee to all of its remedies hereunder, the Security Documents and at law, including, the acceleration of the Indebtedness without further notice to the Chargor.

AMENDMENT TO STANDARD CHARGE TERMS

Section 24 of Standard Charge Terms 200033 is hereby deleted.

SECURITY FOR INDEBTEDNESS AND OBLIGATIONS

This Charge is given as continuing security for the liability and obligations of the Chargor to the Chargee pursuant to the Commitment, hereunder and under all other Security Documents, including without limitation all of the following: (i) all performance and payment obligations of the Chargor to the Chargee, including payment of the Indebtedness, as provided herein, the Commitment, or the Security Documents; and (ii) all other obligations of the Chargor to the Chargee, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, absolute or past, contingent, extended or renewed, material or not, due or to become due, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Chargor is bound alone or with another or others, including all Indebtedness and amounts due of any kind arising hereunder, the Commitment, or the other Security Documents and all Costs, including any and all advances, costs or expenses paid or incurred by Chargee to protect any or all of the security granted herein, the Commitment or the Security Documents, to perform any obligations of the Chargor hereunder, under the Commitment or under any other Security Documents, and interest at the interest rate set forth herein, on all of the foregoing.

EXPROPRIATION

If the Charged Property or any part thereof shall be expropriated under any Applicable Laws granting the power of expropriation, the Indebtedness remaining unpaid, shall, at the sole option of the Chargee, forthwith become due and payable, together with any prepayment charges provided for herein. In any event, all the proceeds of any expropriation of the Charged Property or any part thereof shall be paid to the Chargee, at its option, in priority to the claims of any other party.

WARRANTIES, REPRESENTATIONS AND COVENANTS

Each Covenantor represents, warrants to and covenants with the Chargee that:

(a) **Organization, Power and Authority**

Each Covenantor, as applicable, (i) if it is a corporation, is a duly organized and validly existing corporation under the laws of its jurisdiction; (ii) has full power, authority and legal right to own the Charged Property 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, property and assets or the nature of its activities makes such licensing, registration or qualification necessary or desirable; (iii) has full power, authority and legal right to enter into each of the Security 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; (iv) has taken all necessary action and proceedings to authorize the execution, delivery and performance of the Security Documents to which it is a party and to observe and perform the provisions of each in accordance with its terms; and (v) 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.

(b) Enforceability of Security Documents

The Security Documents executed by each or any Covenantor, constitute valid and legally binding obligations of each Covenantor, enforceable against them in accordance with their terms, and are not subject to any right of rescission, right of set-off, counterclaim or defence of any nature or kind. Neither execution and delivery of the Security Documents, nor compliance with the terms and conditions of any of them (i) has resulted or will result in a violation of the constating documents governing any Covenantor, include any unanimous shareholders' agreement, or any resolution passed by the board of directors, shareholders or partners, as the case may be, of any Covenantor, (ii) has resulted or will result in a breach of or constitute a default under Applicable Laws or any agreement or instrument to which any Covenantor is a party or by which any Covenantor or the Charged Property or any part thereof is bound, or (iii) requires any approval or consent of any Person except such as has already been obtained.

(c) Title

The Chargor has good and marketable title in fee simple to the Charged Property free and clear of all Liens except Permitted Encumbrances and the Lien of this Charge. The Chargor is the sole legal and beneficial owner of the Charged Property. The Chargor shall defend title to the Charged Property for the benefit of the Chargee from and against all actions, proceedings and claims of all Persons. No Person has any option, right of first refusal or other right to acquire the Charged Property or any part thereof or interest therein.

(d) Priority

This Charge and the other Security Documents are and shall be a valid first Lien or Liens on the Charged Property at all times, subject only to the Permitted Encumbrances consented to by the Chargee.

(e) Litigation

No Covenantor has any judgments or orders of any court of tribunal outstanding against it. There is no litigation, administrative proceeding, investigation or other legal action or claims (including any proceeding under any applicable bankruptcy or insolvency laws) pending or, to the knowledge of each Covenantor, threatened, against the Charged Property or any Covenantor, including any dispute between any Covenantor and any governmental authority affecting any Covenantor or the Charged Property. Upon becoming aware of any such matters, the Covenantor shall promptly notify the Chargee of same and shall provide the Chargee with reasonable information in respect thereof as the Chargee may require from time to time, provided that in doing so, the Covenantor shall not be deemed to have cured the fact that its representation set out in this Subsection has become incorrect.

(f) Rights of Way, Easements, Permits, Services and Access

The Chargor has obtained and shall maintain in good standing at all times all rights of way, easements, grants, privileges, licenses, certificates, permits, approval entitlements, franchises and other similar property and rights necessary for the lawful construction, occupancy, operation and use of the Charged Property. The Charged Property has unrestricted and unconditional rights of access to public highways at all existing access points and is served by all services and utilities necessary or convenient to the full use and enjoyment of the Charged Property. All such services and utilities are located in the public highway(s) abutting the Lands, and are connected so as to serve the Charged Property without passing over other property, except to the extent such other property is subject to a perpetual easement for such utility benefiting the Charged Property. All roads necessary for the full utilization of the Charged Property for its current purpose have been completed and dedicated to public use and accepted by all governmental authorities.

(g) Operation and Maintenance

The Chargor shall diligently maintain, use, manage, operate and repair the Charged Property in a good, safe and insurable condition in accordance with all Applicable Laws, and all Property Agreements, any encumbrances on title such as easements, agreements, restrictions and the like so as to preserve and protect the Charged Property and maximize the earnings, incomes, Rents, issues and profits therefrom. The Chargor has complied and will hereafter at all times comply with all of its obligations under the Property Agreements, any encumbrances on title such as easements, agreements, restrictions and the like and all other permitted Liens and agreements relating to the Charged Property. The Chargor shall promptly make all necessary repair and replacements to the Charged Property. All repairs, replacements and work required under the Security Documents, or otherwise, shall be made in a good and workmanlike manner, shall (if applicable) be of equal or better in quality to the original work, shall be free of all Liens and shall comply with all Applicable Laws and Property Agreements. The Chargor shall preserve and keep in full force and effect its corporate status, franchises, rights and privileges under the laws of the jurisdiction of its formation, and all qualifications, licenses and permits applicable to the ownership, use and operation of the Charged Property.

(h) Compliance with Law

The Charged Property, including the construction thereof, complies with all Applicable Laws, any encumbrances on title such as easements, agreements, restrictions and the like and all Property Agreements. The present use and location of the Improvements are legal conforming uses under all Applicable Laws. No Improvements have been made or removed from the Lands since the date of the survey of the Lands and Improvements delivered by the Chargor prior to the Loan advance and such survey accurately shows the location of all Improvements. The Chargor shall not change the use of the Charged Property, abandon the Charged Property, commit or permit any waste on or of the Charged Property, apply for or consent to any public restriction (including any zoning by-law or amendment or minor variance) or private restriction, or permit the removal of any Improvements or Fixtures from the Charged Property (other than a tenant's improvements removable by a tenant in accordance with its Lease).

The Charged Property is free of structural defects, and all building systems contained therein are in good working order and repair subject to ordinary wear and tear. No proceedings have been commenced or, to the Chargor's knowledge are contemplated with respect to the expropriation of all or any portion of the Charged Property or for the relocation of roadways providing access to the Charged Property.

(i) Full and Accurate Disclosure

None of the Security Documents, Property Agreements, representations, warranties, information, and other documents and materials provided by or on behalf of any Covenantor to the Chargee now, heretofore, or hereafter until the repayment in full of the Indebtedness, contains or shall contain any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. No statement of fact now made or shall be made by or on behalf of any Covenantor in this Charge or in any of the other Security Documents contains or shall contain any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to any Covenantor which has not been disclosed to the Chargee which adversely affects, nor as far as any Covenantor can foresee, might adversely affect, the Charged Property or the business, operations or condition (financial or otherwise) of the Chargor.

(j) Financial Statements

The financial statements and net worth statements (if any) delivered by each Covenantor to the Chargee in connection with the Loan are true, correct and accurately reflect in all material respects the financial condition of each Covenantor, and no change, event, or

condition has occurred since the date of preparation to the date of the Loan advance which has had, or is reasonably likely to have, a material adverse effect on any of the Covenantors or the Charged Property. Except as disclosed in such financial statements and net worth statements, there are no liabilities (fixed or contingent) affecting the Charged Property or the Chargor. The Chargor shall furnish to the Chargee:

- (i) within 15 days before each anniversary date of the Loan advance, a detailed rent roll and detailed operating statement (showing yearly activity and year-to-date) stating operating revenues, operating expenses, operating income and net cash flow for the preceding calendar year; and
- (ii) within 120 days after the end of each fiscal year of the Chargor's operation of the Charged Property, the Chargor shall furnish to the Chargee a current (as of the end of such fiscal year) balance sheet, a detailed rent roll and a detailed operating statement stating operating revenues, operating expenses, operating income and net cash flow for each of the Covenantors and the Charged Property, prepared on a review engagement basis and certified by an independent public accountant reasonably satisfactory to the Chargee.

All financial statements shall be in scope and detail reasonably satisfactory to the Chargee and certified by the chief financial representative of the Chargor. All financial statements shall be prepared in accordance with generally accepted accounting principles in Canada in effect on the date so indicated and consistently applied (or such other accounting basis reasonably acceptable for the Chargee). The Chargor shall deliver to the Chargee such additional information regarding the Chargor, its subsidiaries, its business, any Covenantor and the Charged Property promptly after the Chargee's request therefor. The Chargor shall permit the Chargee to examine such records, books and papers of the Chargor which reflect upon its financial condition and the income and expenses of the Charged Property.

The Chargor has filed all federal, provincial and municipal tax returns required to be filed and have paid or made adequate provision for the payment of all federal, provincial and municipal taxes, charges and assessments payable by the Chargor. The Chargor believes that its tax returns properly reflect the income and taxes of the Chargor for the periods covered thereby, subject only to reasonable adjustments required by the Canada Revenue Agency or other applicable tax authority upon audit. As of the date of the Loan advance, the Chargor has no liability (fixed or contingent) for any taxes, surtaxes, duties, rates, and other similar charges or statutory trusts imposed by Applicable Laws or any governmental authority (including all related interest, penalties and fines), except as reflected in its financial statements delivered to the Chargee.

EVENTS OF DEFAULT

Each of the following shall constitute an "Event of Default" under this Charge:

- (a) the failure of any of the Covenantors to pay any principal, interest or other amount due under the Security Documents when due, or the Covenantors' failure to pay the Loan at the Balance Due Date, or upon acceleration or otherwise;
- (b) any of the Covenantors default in performing or observing any covenant or obligation on its part to be observed and performed in this Charge or in any of the other Security Documents;
- (c) any representation or warranty of any Covenantor in any of the Security Documents or in the Loan application and any document or material provided in connection therewith including any financial statement, rent roll or data at any time delivered by or on behalf of any Covenantor in connection with the Loan is or becomes incorrect or misleading in any material respect;
- (d) any enforcement action (an "**Enforcement Action**") of any kind is taken by a third party or a subsequent mortgagee including: the commencement of power of sale, foreclosure or other judicial or private sale proceedings, appointing or applying for, or obtaining or

- consenting to the appointment of, a receiver, a manager or a receiver and manager or other person having similar powers in respect of the Chargor or all or any part of the Charged Property, taking possession or control of all or any part of the Charged Property, giving notice of default, notice of intention to enforce security, or undertaking, commencing, giving notice of or taking any action or proceeding seeking payment or recovery of all or any part of any indebtedness owed to such third party or damages in lieu thereof, or accepting a transfer of any property in lieu of foreclosure, or the exercise of any other rights or remedies available to a creditor under its security or otherwise at law or in equity, including without limitation, the acceleration of debt, or the commencement of any proceedings seeking the dissolution, liquidation, winding up or termination of any Covenantor, or any participation in or any actions in furtherance of the foregoing;
- (e) or a resolution is passed or an order is made for the dissolution, liquidation, winding-up or termination of any Covenantor or other cancellation or suspension or its incorporation or termination of its existence;
 - (f) a decree or order of a court of competent jurisdiction is sought to adjudge any Covenantor a bankrupt or insolvent or any petition is filed seeking the winding-up, reorganization, reconstruction or arrangement of any Covenantor under the CCAA, the BIA or the Winding-Up and Restructuring Act (Canada)(the “**WURA**”) or any other bankruptcy, insolvency or analogous laws or issuing sequestration or process of execution against any Covenantor or against all or any part of the assets of any Covenantor or seeking the winding up or liquidation of its affairs, or appointing a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator or other person with similar powers of any Covenantor or all or any part of its assets;
 - (g) any Covenantor becomes insolvent, commits an act of bankruptcy, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the BIA or any other comparable law, seeks relief under the CCAA, the WURA or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal in bankruptcy, 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 part of its assets, or files a petition or application or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditor’s rights or consents to, or acquiesces in, the filing of such petition;
 - (h) any party brings an application seeking the appointment of a receiver, receiver-manager or receiver and manager of any Covenantor of any material part of its properties, assets or undertakings, or if any such party is appointed in respect of any Covenantor;
 - (i) any Person takes any Enforcement Action in respect of the Charged Property or any other property of any Covenantor, or any distress or analogous process is levied upon any Covenantor;
 - (j) all or any part of the Charged Property becomes subject to any Lien not consented to by the Chargee in writing or if consented to there is default by any Covenantor under any other encumbrances, Liens or security agreements;
 - (k) a judgment or order for the payment of money due shall have been obtained or entered or any writ of execution, distress, attachment or other similar process shall have been issued or levied against any Covenantor in an amount which, in the opinion of the Chargee could materially and adversely affect the ability of such Covenantor to fulfill its obligation to the Chargee to repay the Indebtedness or under any of the Security Documents;
 - (l) any fact, circumstance, event, change or effect occurs or arises that, individually or in aggregate with any other facts, circumstances, events, changes, effects or occurrences, has a material adverse effect on (i) the business, assets, liabilities, results of operation or

financial condition of any Covenantor or (ii) the condition or value of the Charged Property;

- (m) any part of the Charged Property is condemned or expropriated;
- (n) if the Charged Property contains a condominium unit and any Covenantor fails to pay any common expenses or special assessments as and when due or fails to observe and comply with the *Condominium Act*, the Condominium Declaration, By-Laws or any rules and regulations of the condominium corporation;
- (o) if the Tarion registration of the Chargor or of any other Person having the Tarion registration in respect of the Project is revoked or cancelled;
- (p) if the Chargor or any related entity defaults under any construction contract or any other material agreement related to the Charged Property, including any Property Agreements;
- (q) if the Chargor is in breach or default under any of the Permitted Encumbrances;
- (r) if the Chargor enters into any contracts with contractors for the Project after the date of the Commitment which does not contain the specific wording " The Contractors/Suppliers lien rights arise and expire on a lot by lot basis";
- (s) if the Chargor fails to remit all the deposits in excess of \$1,720,000.00 received to the solicitor appointed or approved by the Chargee;
- (t) any other event of default occurs under any other of the Security Documents;

REMEDIES

In addition to any other remedies contained herein or in any of the other of the Security Documents or as may be available at law or in equity the Chargee shall have the remedies hereinafter set forth.

Acceleration

Upon an Event of Default, the entire Indebtedness shall, at the option of the Chargee in its sole discretion, immediately become due and payable, with interest thereon at the Interest Rate to the date of actual payment thereof, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, each of which are hereby expressly waived, and all the Chargee's rights and remedies under this Charge, the other Security Documents, and otherwise at law and in equity shall immediately become enforceable.

Power of Sale

Upon the Chargee's rights and remedies hereunder becoming enforceable for at least fifteen (15) days, on at least thirty-five (35) day's notice in writing given to the Chargor, the Chargee may enter on and lease or sell the Charged Property or any part thereof by public auction or private sale and on such terms as to credit and otherwise as may appear to it most advantageous, and for such price as can be reasonably obtained therefor. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. The Chargee shall be entitled to buy in or rescind or vary any contract for sale of any of the Charged Property, and resell without being answerable for any loss occasioned thereby. In the case of a sale on credit, the Chargee shall only be accountable for monies actually received in cash as and when so received. For such purposes, the Chargee may make and execute all agreements and assurances which it shall think fit. The purchaser shall in no case be bound to enquire whether notice of intention to sell has been given or default made, or otherwise as to the regularity or validity of any sale made hereunder, and any sale by the Chargee shall be valid as regards the purchaser and shall not in any way be affected thereby. The Chargee shall be entitled to apply the proceeds of any sale hereunder first in payment of all Costs, charges and expenses incurred in respect of such sale, as more particularly described below, and secondly in payment of all amounts of interest and principal owing hereunder, in such order as the Chargee may select. If any surplus remains after the Chargee has fully satisfied its claims, such surplus shall be paid to the party then entitled by law to receive

such surplus, or into court. The powers conferred on the Chargee hereunder are in addition to and not in limitation of any other rights or powers of the Chargee under this Charge, or at law or in equity.

The costs of any sale proceedings or other Enforcement Action hereunder, whether such sale proves abortive or not, including all commissions and other fees payable to real estate agents and brokers in connection with any such sale, and all Costs, charges and expenses (including, without limitation, legal fees on a full indemnity basis) incurred in respect of the Charged Property, which the Chargee shall be entitled to do, or in taking, recovering or keeping possession of the Charged Property, or in enforcing the remedies of the Chargee under this Charge, or by reason of non-payment or in procuring payment of the monies hereby secured, shall be added to the Indebtedness and bear interest at the Interest Rate provided for in this Charge as well after as before maturity, and shall be a charge on the Charged Property and shall be payable immediately with interest as aforesaid, and in default of payment, may be paid from the proceeds of any sale of the Charged Property.

Possession

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee may enter into and take possession of the Charged Property and shall be entitled to:

- (a) have, hold, use, occupy, possess and enjoy the Charged Property without let, suit, hindrance, interruption or denial of the Chargor or any other Person;
- (b) maintain, repair and complete the construction of the Improvements;
- (c) inspect, manage, take care of, collect Rents and lease the Charged Property or any part thereof for such terms and for such Rents (which may extend beyond the Balance Date) and on such conditions and provisions (including providing any leasehold improvements and tenant inducements) as the Chargee may determine in its sole discretion, which Leases shall have the same effect as if made by the Chargor; and
- (d) pay from the Rents received all expenses of maintaining, preserving, protecting and operating the Charged Property, making any additions and replacements thereto and all charges payment of which may be necessary to preserve or protect the Charged Property and the Chargee shall have and enjoy and may exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation power to advance its own monies at the interest rate chargeable hereunder and to enter into contracts and undertake obligations for the foregoing purposes upon security hereof,

and all Costs, charges and expenses incurred by the Chargee in the exercise of such rights (including allowances for the time, service or effort of any person appointed by the Chargee for the above purposes, and all legal fees and disbursements incurred and all commissions and other fees payable to real estate agents and brokers in connection with any lease), together with interest thereon at the interest rate chargeable hereunder, shall be payable forthwith by the Chargor to the Chargee, and until paid shall be added to the Indebtedness and shall be secured by this Charge. Each lease or renewal of lease made by the Chargee while in possession of the Charged Property shall continue for its full term notwithstanding the termination of the Chargee's possession. The Chargee shall not be liable for any loss or damage sustained by the Chargor or any other person resulting from any lease entered into by the Chargee, any failure to lease the Charged Property, or any part thereof, or from any other act or omission of the Chargee or any receiver in managing the Charged Property, nor shall the Chargee be obligated to perform or discharge any obligation or liability of the Chargor under any Lease, Security Documents or otherwise at law or in equity.

Exercise Rights of Chargor; Distraint

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee shall have, enjoy and exercise of all the powers and rights of and enjoyed by the Chargor with respect to the Charged Property or incidental, ancillary, attaching or deriving from the ownership by the Chargor of the Charged Property, including without limitation the powers of the receiver hereinbefore set out and the power to enter into agreements, to grant or agree to mortgages and other encumbrances,

and to grant or reserve easements, rights-of-way, rights in the nature of easements and licences, in each case over or pertaining to the whole or any part of the Charged Property. If the Chargor shall make default in payment of any part of the interest payable under this Charge at any of the dates or times fixed for payment thereof, it shall be lawful for the Chargee to distrain therefor upon the Charged Property or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the Charged Property, so much of such interest as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. The Chargee may distrain for arrears of principal or other monies owing hereunder in the same manner as if the same were arrears of interest.

Chargee's Right to Perform Obligations

If the Chargor shall fail, refuse or neglect to make any payment or perform any act required by the Security Documents, then while any Event of Default exists, and without notice to demand upon the Chargor and without waiving or releasing any other right, remedy or recourse the Chargee may have because of such Event of Default, the Chargee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of the Chargor, and shall have the right to enter upon the Charged Property for such purpose and to take all such action thereon and with respect to the Charged Property as it may deem necessary or appropriate. If the Chargee shall elect to pay any sum due with reference to the Charged Property, the Chargee may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Security Documents, the Chargee shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, action, claim or charge before making an advance for the purpose of preventing or removing the same. The Chargor shall indemnify the Chargee for all Costs, losses, expenses, damages, claims and causes of action, including legal fees (on a full indemnity basis), incurred or accruing by reason of any acts performed by the Chargee pursuant to these provisions. All sums paid by the Chargee pursuant to this section, and all other sums expended by the Chargee to which it shall be entitled to be indemnified, together with interest thereon at the interest rate charged herein from the date of such payment or expenditure until paid, shall be added to the Indebtedness, shall be secured by the Security Documents and shall be paid by the Chargor to the Chargee upon demand.

Concurrent Remedies

The Chargee may exercise all remedies provided for in this Charge or otherwise at law or in equity concurrently or in such order and at such times as it may see fit and will not be obligated to exhaust any right or remedy before exercising any of its other rights or remedies pursuant to any other provisions contained in this Charge, any other Security Documents or otherwise at law or in equity.

Remedies Cumulative

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Chargee hereunder or under any other of the Security Documents or instruments executed pursuant to the Commitment are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity, and any single or partial exercise by the Chargee of any right or remedy for a default or breach of any term, covenant, condition or agreement contained herein, in the Security Documents or other documents or instruments executed pursuant to the Commitment shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Chargee may be lawfully entitled for such default or breach. Any waiver by the Chargee of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein, in the Security Documents or other documents or instruments executed pursuant to the Commitment or the Security Documents and any indulgence granted, either expressly or by course of conduct, by the Chargee shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Chargee hereunder, in the Security Documents or other documents or instruments executed pursuant to the Commitment as a result of any other default or breach hereunder or thereunder. In the event of a conflict or inconsistency between the application of any of the rights and remedies contained herein and the application of any of the rights or remedies of any of the other Security Documents, the provisions giving the

Chargee the greater rights or remedies shall govern (to the maximum extent permitted by applicable law), it being understood that the purpose of this Charge and any of the other Security Documents is to add to, and not detract from, the rights granted to the Chargee under the Security Documents. The Chargee in its exercise of its rights and remedies may proceed to exercise any and all rights hereunder, under the Security Documents, and as available at law and no such remedy for the enforcement of the rights of the Chargee shall be exclusive of, or dependent on, any other remedy, but any one or more of such remedies may from time to time be exercised independently or in combination.

Judgments

The taking of a judgment or judgments against the Chargor or any of the other Covenantors for breach of its obligations contained in this Charge or any other Security Document will not merge or extinguish such obligations or affect the Chargee's rights to interest on the Indebtedness at the interest rate chargeable hereunder. Any such judgment may provide that interest thereon will be computed at the interest rate chargeable hereunder until such judgment is fully paid and satisfied.

Extension of Time and Waiver

Neither any extension of time given by the Chargee to the Chargor or any of the other Covenantors or any person claiming through the Chargor, nor any amendment to this Charge or other dealing by the Chargee with a subsequent owner of the Charged Property will in any way affect or prejudice the rights of the Chargee against the Chargor or any other Covenantor or other persons liable for payment of the Indebtedness. The Chargee may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Chargee will extend to, or affect, any subsequent Event of Default or the rights of the Chargee arising from such Event of Default. Any such waiver must be in writing and signed by the Chargee. No failure on the part of the Chargee or the Chargor to exercise, and no delay by the Chargee or the Chargor in exercising, any right pursuant to this Charge will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right.

No course of dealing on the part of the Chargee, its officers, employees, consultants or agents, nor any failure or delay by the Chargee with respect to exercising any right, power or privilege of the Chargee under any of the Security Documents, shall operate as a waiver thereof. No waiver of any provision of the Security Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Release

The Chargee may release in its discretion and at any time any of the Covenantors or any part or parts of the Charged Property from all or any part of the Indebtedness or the security either with or without any consideration and without releasing any other part of the Charged Property or any other of the Covenantors or other person from this Charge, any of the other Security Documents or from any of the covenants contained in this Charge or any of the other Security Documents, and without being accountable to the Chargor for the value of the Charged Property released or for any money except that actually received by the Chargee. Every part or lot into which the Charged Property is or may hereafter be divided will stand charged with the entire Indebtedness. The Chargee may grant time, renewals, extensions, indulgences, releases and discharges, may take securities from and give the same up, may abstain from taking securities from or from perfecting securities, may accept compositions and proposals, and may otherwise deal with the Chargor and all of the other Covenantors and securities as the Chargee may see fit without prejudicing the rights of the Chargee under the Loan or the Security Documents.

MISCELLANEOUS

General Indemnity

The Chargor shall protect, defend, indemnify and save harmless the Chargee its shareholders, directors, officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable legal fees and expenses), imposed upon or incurred by or asserted against the Chargee by reason

of (a) ownership of the Charge, the Charged Property or any interest therein or receipt of any Rents; (b) any accident, injury to or death of persons or loss of or damage to the Charged Property occurring in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; (c) any use, non-use or condition in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; and (d) performance of any labour or services or the furnishing of any materials or other property in respect of the Charged Property or any part thereof. Any amounts payable to the Chargee by reason of the application of this section shall become immediately due and payable and shall bear interest at the interest rate chargeable hereunder from the date loss or damage is sustained by the Chargee until paid.

Time of the Essence

Time is of the essence with respect to this Charge.

Waivers

No course of dealing on the part of the Chargee, its officers, employees, consultants or agents, nor any failure or delay by the Chargee with respect to exercising any right, power or privilege of the Chargee under the any of the Security Documents, shall operate as a waiver thereof. No waiver of any provision of the Security Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Governing Law

This Charge and the Security Documents shall be governed by and construed in accordance with the laws of the Province in which the Charged Property is located and the applicable laws of Canada.

Successors and Assigns

This Charge shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and permitted 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.

Currency

All dollar references in this Charge are expressed in Canadian dollars.

Obligations as Covenants

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

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 Land Registration Reform Act (Ontario) (the "Act"), which covenants are hereby replaced by the covenants and agreements contained herein.

Electronic Imaging

The parties hereto agree that, at any time, the Chargee may convert paper records of the Security Documents and all other documentation delivered to the Chargee (each, a "**Paper Record**") into electronic images (each, an "**Electronic Image**") as part of the Chargee's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

Severability

If any one or more of the provisions contained in this Charge shall for any reason be held by a court or 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.

NO RELEASE OF COVENANTS UPON PARTIAL DISCHARGE OF MORTGAGE

In the event that one of the properties secured hereunder is partially discharged by the Chargee, such partial discharge shall not release the owner of such discharged property from his/her/its/their its covenants, including the covenant to pay the Indebtedness, contained in this Charge or in any of the other Security Documents which shall remain in full force and effect until the Indebtedness is repaid in full. This clause shall not confer any rights to the Chargor to obtain a partial discharge of this Charge except as may be otherwise set forth in this Charge.

BLANKET MORTGAGE

The Chargor hereby acknowledges and agrees that the Indebtedness secured herein shall be secured by all of the Lands described under Properties field in the electronic Charge/Mortgage of Land to which this Schedule is attached.

For the purposes hereof each of the parcels of land designated by the Land Titles Office in which this Charge is registered with an individual PIN Number shall herein be referred to as a "Parcel" and all of the Parcels of land shall be collectively referred to as the "Lands".

AND THAT:

- (a) The Charge herein shall be registered against the Lands;
- (b) Each of the Parcels shall be charged with the whole of the principal sum secured herein together with all interest and costs payable hereunder;
- (c) The Chargor agrees notwithstanding anything herein to the contrary, there is no right in the Charge nor shall the Chargor be entitled to require that the principal be apportioned in respect of any of the Parcels;
- (d) The Chargor hereby agrees that each Parcel shall be the principal security for the entire principal sum secured herein;

The Chargee shall in the event of default be free to realize in its sole discretion upon any Parcel or Parcels in any order without prejudice to realizing upon any other Parcels from time to time.

Any and all remedies pursued by the Chargee against any one of the Parcels shall not release, diminish, alter or exhaust the Chargee's rights against any of the other Parcels.

PARTIAL DISCHARGES

Provided the Chargor is not in default, the Chargor shall be entitled to obtain a partial discharge for each individual dwelling unit/lot (subject to compliance with the Planning Act) upon payment to the Chargee of the greater of (i) full net sales proceeds (as hereinafter defined), or (ii) 85% of the appraised value of the completed individual dwelling as set forth in the appraisal report obtained prior to the funding of the subject Loan; and upon payment to the Chargee of a funding and administration fee of \$3,600.00 payable at the rate of \$200.00 per dwelling with the last discharge, plus all applicable Administration Fees, plus legal fees.

For the purposes hereof "net sales proceeds" mean the sale price of each individual dwelling less: (i) realty commissions in an amount commensurate with prevailing commission rates for such transactions; (ii) related deposits used in the Project and (iii) reasonable legal fees for conveyancing on the sales transactions only. Furthermore, the aforesaid fees, or so much thereof as has not been paid, shall be payable to the Chargees in any of the following circumstances:

- a) the sale by the Chargee of the property or any of the units under power of sale, judicial sale or otherwise;
- b) the sale by any receiver or receiver and manager of the property or any of the units whether by Court Order or otherwise; or
- c) the sale of any of the lots in bulk by the Chargor.

LETTERS OF CREDIT

WITHOUT restricting the generality of the foregoing, the parties hereto acknowledge and agree that this Charge shall, inter alia, stand as good and valid security with respect to any letters of credit issued or arranged by the Chargee in favour of any governmental authorities or any third parties as the Chargor may request or direct from time to time and that the total amount as set out in any said Letter of Credit shall be deemed to have been advanced and fully secured hereunder from the date of the issuance of said Letter of Credit, regardless of when such Letter of Credit is called upon by the holder thereof, and the covenants of the Chargor and Guarantors herein shall apply to all advances made under the Letter of Credit by the Chargee from time to time.

In the event that any such Letters of Credit are outstanding when the Loan has been repaid in full, the Chargee shall not be required to provide a complete discharge of this Charge until such time as all such Letters of Credit are cash collateralized by the Chargor in amounts satisfactory to the Chargee and the original Letter(s) of Credit have been returned to the applicable financial institution.

Electronic Execution: The words “execution,” “signed,” “signature,” and words of like import in the Security Documents shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act (Canada)*, the *Electronic Commerce Act, 2000 (Ontario)* and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada or its Uniform Electronic Evidence Act, as the case may be. The parties hereto agree to close the within transaction with all Security Documents to be delivered with electronic signatures.

ABUTTING LANDS

When the law would make the security under the within Charge invalid because the Chargor has an interest in abutting lands, the Chargor hereby grants mortgages and charges its interest in any and all abutting lands that must be included in the Charge to make the within Charge and the security valid to the Chargee, together with all rights that go along with such abutting lands. The Chargor agrees with the Chargee that the charging of its interest in any abutting lands constitutes and equitable charge on any such abutting lands which has been given simultaneously with the within Charge. The Chargor hereby covenants to provide the Chargee at the Chargor’s request with such further mortgage documentation in the Lands and any abutting lands as the Chargee may require to ensure that the within Charge and the security thereunder is valid under the provisions of the Planning Act, Ontario.

CONSTRUCTION AND SERVICING PROVISIONS

DEFINITIONS

Unless the context requires otherwise, in addition to the terms defined elsewhere herein, the following words or expressions shall have the following meanings:

- a) "**Approved Budget**" means the detailed budget of the total costs (hard and soft) required to service and construct the Project, prepared at the request of the Chargor and submitted to the Construction Cost Consultant for their review and approval and subsequently approved by the Chargee;

- b) **“Advances”** includes the gross amount of that portion of the Principal Amount advanced by the Chargee from time to time hereunder and shall include any Advances made by the Chargee on account of a default by the Chargor;
- c) **“Chargee”** means FIRM CAPITAL MORTGAGE FUND INC. and also has the same meaning as the word "Mortgagee".
- d) **“Chargor”** means STATEVIEW HOMES (HAMPTON HEIGHTS) INC. and also has the same meaning as the word "Mortgagor".
- e) **“Charged Lands”** means the lands and premises described in this Charge/Mortgage and the improvements thereon;
- f) **“Construction Cost Consultant”** means, for the construction of the units/houses on the Charged Lands, Altus Group or its replacement. The Chargee shall have the right to terminate the Construction Cost Consultant appointed from time to time;
- g) **“Servicing Cost Consultant”** means, for the servicing of the Charged Lands, the Project Engineer or such other professional selected by the Chargor and approved by the Chargee, or his/its replacement. The Chargee shall have the right to terminate the Servicing Cost Consultant appointed from time to time.
- h) **“Site Servicing Hard Cost Facility”** has the meaning ascribed thereto in the Commitment and is referable to the servicing of all of the Charged Lands;
- i) **“Cost Overruns”** or **“Cost Overrun”** means the amount by which the actual project costs exceed the project costs approved pursuant to the Approved Budget;
- j) **“House Construction Hard Cost Facility”** has the meaning ascribed thereto in the Commitment and is referable to the construction of [set out number and type of units] on the Charged Lands, as described in the Commitment;
- k) **“Project”** means the servicing of 18 lots and the construction of 18 detached single family dwellings, on the Charged Lands, as described in the Commitment.
- l) **“Segregated Account”** means the single-purpose bank account for the Project to be set up and maintained by the Chargor and held in trust for the benefit of the Chargee and to be kept separate and apart from all funds, bank accounts and property of the Chargor not related to the Project;
- m) **“Single Purpose Entity”** means a corporation, partnership or limited partnership, existing under the laws of Canada or a province thereof that:
- (i) is formed or organized solely for the purpose of acquiring and directly holding an ownership interest in the Project;
 - (ii) does not engage in any business unrelated to the ownership and operation of the Project;
 - (iii) does not own any assets (including, without limitation, the shares or other securities of any other corporation) other than an interest in the Project or related assets and has no liabilities, debts or obligations (whether actual, contingent or otherwise) except those relating exclusively to the Project; and
 - (iv) holds itself out as being a person separate or apart from any other person.

ADVANCES

The Commitment provides for staged advances of the monies secured hereunder; and notwithstanding anything to the contrary contained herein or in any prior or subsequent oral or written agreement between the parties, the parties hereto hereby covenant, agree and acknowledge that neither the delivery of any Commitment by the Chargee to the Chargor, nor the

execution, nor the registration of this Charge nor the advancement in part of the monies hereby secured shall bind the Chargee in law or in equity thereof, but that the advance of the monies hereby secured or any part thereof is to be made from time to time, in such manner and at such time and in such amounts as the Chargee in its sole exclusive discretion may from time to time determine and it is to be clearly understood that the Chargee is not bound to make any Advance hereunder and may at any time refuse to make Advances hereunder.

Without limiting the generality of the foregoing, it is acknowledged and agreed by the Chargor that all Advances are subject to holdbacks hereinafter provided for.

1. Prior to the Chargee making the initial advance of the Advances which are on account of the Site Servicing Hard Cost Facility, the Chargor shall satisfy the preconditions set forth in the Commitment and shall supply or cause to be supplied to the Chargee the following and thereafter such of the following as may be applicable from time to time:

- a) a detailed and accurate list of all of the names and addresses of all contractors, subcontractors and trades who are to perform servicing in respect of the Charged Lands together with true copies of all contracts entered into with the said parties which contracts shall be approved by the Chargee;
- b) true copies of all engineering drawings and plans (which shall be signed, sealed and dated), as well as a set of plans with the approval of the Building Department, endorsed thereon;
- c) a detailed budget, (inclusive of the Chargor's cost of the borrowing) setting forth all costs, required to be expended to complete the servicing of the Project, which budget shall have been reviewed by the Servicing Cost Consultant. The Servicing Cost Consultant shall certify to the Chargee that the budget is a reasonable accurate projection of the cost to complete the servicing of the Project and same to be approved by the Chargee; and
- d) evidence of Tarion Warranty Corporation (“**Tarion**”) registration in respect of the Chargor and evidence of Tarion enrolment for each unit/house.

2. Prior to the Chargee making the initial advance (other than the land closing advance) of the Advances which are on account of the House Construction Hard Cost Facility, the Chargor shall supply or cause to be supplied to the Chargee the following and thereafter such of the following as may be applicable from time to time:

- a) a detailed and accurate list of all of the names and addresses of all contractors, subcontractors and trades who are to perform construction in respect of the Charged Lands together with true copies of all contracts entered into with the said parties which contracts shall be approved by the Chargee;
- b) true copies of all architectural drawings and plans (which shall be signed, sealed and dated), as well as a set of plans with the approval of the Building Department, endorsed thereon;
- c) a detailed budget, (inclusive of the Chargor's cost of the borrowing) setting forth all costs, required to be expended to complete the construction of the Project including hard and soft costs, which budget shall have been reviewed by the Construction Cost Consultant. The Construction Cost Consultant shall certify to the Chargee that the budget is a reasonable accurate projection of the cost to complete the construction of the Project and same to be approved by the Chargee;
- d) Building Permits for the construction of each unit/house to be constructed on the Charged Lands, as described in the Commitment.

3. Prior to each subsequent advance, the Chargor shall supply to the Chargee or to its solicitors or cause to be supplied to them the following:

- a) A Certificate of the Chargor setting out the actual costs of every nature and kind incurred by the Chargor for the Project from the last Advance to date of current Advance and provide the Chargee with true copies of all invoices in respect of the Project;

- b) Certificates of the Construction Cost Consultant and the Servicing Cost Consultant setting out the valuation of all work completed at that time in respect of the Project and the estimated cost to complete the Project, hard as well as soft costs together with a progress report as to the status of the Project at that time;
- c) an original up to date survey showing the location of the structure erected on the Charged Lands as well as any easements, right of way and any other material discrepancy. The survey shall be signed, sealed and dated by an Ontario Land Surveyor;
4. It is expressly acknowledged and agreed that in the making of the staged Advances in accordance with the terms of the Commitment, there shall always be held back an amount sufficient to cover the estimated costs to complete the Project, as contemplated by the Commitment, inclusive of all interest cost, from time to time as set forth in the certificates of the Construction Cost Consultant and the Servicing Cost Consultant furnished pursuant to paragraph 3(b) hereof. The Chargor hereby represents, warrants and covenants that the costs as set out in the Approved Budget will have been carefully and conservatively prepared to reflect as accurately as possible the actual costs in accordance with generally accepted accounting practices.
5. It is further expressly agreed that notwithstanding anything herein contained to the contrary, the Chargee shall at all times have the option, from time to time (i) to reduce any advances for which the Chargor has qualified by an amount equivalent to any potential deficiency in any applicable construction lien holdbacks relating to construction with respect to the Charged Lands so as to protect its priority with respect to the equity of the Charged Lands or (ii) to require from the Chargor additional security satisfactory to the Chargee to protect its priority position with respect to such equity in the Charged Lands. In the event that such additional security is by way of cash collateral, any interest earned on such cash collateral, from time to time, shall be credited to the Chargor and added to such cash collateral. Such additional security shall be released upon the Chargee receiving satisfactory evidence that there are no deficiencies in any applicable construction lien holdbacks and that all requisite construction lien periods have expired with no liens registered or notices of lien notified to the Chargee or its solicitors.
6. At the time of each Advance there shall have been full and complete compliance with all requirements of the Construction Act (the "Act"), 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 Act, and to secure the priority of the Charge over any actual or potential construction liens. Nothing in this paragraph shall be construed to make the Chargee an "owner" or "payer" as defined by the 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 Act.
7. The Chargor covenants and agrees to provide to the Chargee, prior to each advance, statutory declarations sworn by an officer of the Chargor and outlining the particulars of all contracts entered into by the Chargor in respect of supply of services or material to any improvements on the Charged Lands. Such statutory declarations 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.
8. The Chargor covenants and agrees that all improvements to the Charged Lands shall comply in all respects with the provisions of the Act and if a construction lien is filed against all or part of the Charged Lands, then within ten (10) days after receipt of notice thereof, the Chargor shall cause the lien to be 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 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, together with interest thereon at the rate stipulated herein, shall be added to the principal sum secured herein 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 Charged Lands, 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 solicitor and his own client basis) incurred by the Chargee in such legal proceedings.

9. The Chargor covenants and agrees with the Chargee that:

a) it will enter into any agreements required by the or any other governmental authority relating to the servicing, development or construction on the Charged Lands; and keep such agreements in good standing at all times.

b) to do all things that are necessary in order that building permits for the units/houses to be constructed on the Charged Lands, as described in the Commitment, are issued by the as soon as possible.

c) All servicing and construction on the Charged Lands shall be carried out by reputable contractors with sufficient experience in a Project of this nature and size, which contracts must be previously approved by the Chargee in writing. Each contract shall be on a lot by lot basis and there shall be no contract for improvements for more than one lot.

d) The servicing of the Charged Lands and the construction of any buildings, structures and improvements located on the Charged Lands, having been commenced, shall be continued in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to and approved by the Chargee and to the satisfaction of all governmental and regulatory authorities having jurisdiction and in compliance with all by-laws, statutes, rules and regulations and in accordance with the provisions of any agreements entered into with the or other governmental authority.

e) Should the servicing or construction of the Project cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Chargor excepted) for a period of at least twenty eight (28) consecutive business days, then the principal sum secured by this Charge together with all other sums owing, at the option of the Chargee, shall immediately become due and payable. In the event that servicing or construction does cease, or the Chargor is in default hereunder or under any of the security documents, then the Chargee shall have the right, at its sole option, to assume complete control of the construction in such manner and on such terms as it deems advisable. The cost of completion incurred by the Chargee and all costs and expenses incidental thereto, together with a management fee of fifteen percent (15%) of the cost of such servicing and construction, shall, be added to the principal sum secured herein together with interest thereon at the rate stipulated herein, and shall be payable by the Chargor upon demand. The Chargor acknowledges and agrees that the said management fee is a reasonable estimate of the fees to be incurred for the time, value and opportunity for dealing with the construction at the Lands, including professional advisors, appraisers, engineers, architects, trades, contractors, building inspectors, checking property taxes and insurance, maintenance and repairs, Liens or other matters usually dealt with by project managers of construction projects, which amount is deemed not to be a penalty.

f) It shall keep all mortgages, liens and encumbrances having priority over or subsequent to the within Charge in good standing and the Chargor acknowledges that a default under any one of such mortgages, liens and encumbrances shall constitute default under the within Charge.

g) If the Chargee incurs any cost or expense of any nature or kind in any way arising from or relating to the Ontario New Home Warranties Plan Act, R.S.O. 1990 as restated/amended and the regulations thereunder (the "**ONHWP Act**"), including, without any limitation whatsoever, any cost or expense relating to registration as a builder or vendor under the ONHWP Act or enrolling any part of the Charged Lands thereunder or entering into any agreement or agreements relating to performance of any warranty or other obligations or performing any warranty or other obligations, all such cost and expense together with interest thereon at the rate stipulated herein shall be added to the principal sum secured herein, and shall be payable forthwith by the Chargor to the Chargee.

h) The Chargor shall not withdraw or permit the withdrawal of any monies by way of loan, cash payments, salaries (except in the ordinary course of the Chargor's business), commissions, bonuses, dividends, stock dividends, withdrawal of profits, interest on capital, repayment of loans, redemption, retraction or cancellation of shares or any other means ("Monies") to any shareholder, director or officer of the Chargor or any subsidiary, affiliate, associate or relative of any shareholder, director or officer of the Chargor or any other person or persons on behalf of or for any such shareholder, director, officer, subsidiary, affiliate, associate or relative. Any Monies received by any party contrary to the provisions of the Chargor's covenant herein shall be received in trust by such party for the Chargee until the loan secured herein is fully paid and satisfied;

i) If, from time to time during the construction of the Project, the Chargee, determines that funds are required to complete the Project or to satisfy cost overruns, interest or costs which are not included in, or are in excess of, the Approved Budget or unadvanced portion of the Loan at any time (collectively, the "Deficiency"), the Chargee may, by written notice:

- (i) require all or any of the Chargors to complete the Project and to inject additional funds into the Project in an amount equal to 100% of the Deficiency at such time; and
- (ii) require the Guarantors to advance funds to the Chargors in an amount equal to 100% of the Deficiency at such time.

Within ten (10) days of receipt of a notice given by the Chargee as aforesaid, the Guarantors shall advance additional funds to the Chargors in an amount equal to the Deficiency specified in such notice, by way of equity investment, subordinated loans or such other method as may be approved by the Chargee, and shall cause the Chargor to use such funds to satisfy the Deficiency.

j) The Chargor shall maintain a Segregated Account for the Project and all payments, rents, deposits, distributions and other amounts received by the Chargor from, for, or in respect of the Project, and all funds payable to the Chargor in connection with the loan secured by the within Charge shall be deposited into the Segregated Account, which shall be held in trust for the benefit of the Chargee and shall be kept separate and apart from other funds, bank accounts and property of the Chargor. The funds in the Segregated Account shall not be applied or used in respect of any other projects of the Chargor or for any other purpose whatsoever, except in respect of the Project.

A breach of any of the forgoing covenants or any other covenant in the within Charge shall be deemed to be a default hereunder and at the option of the Chargee, all sums secured by the within Charge shall become due and payable together with accrued interest.

PROVIDED that the Chargor shall pay to the Chargee a fee of \$1250.00 for each advance and inspection, which fee, if not paid, may be added to the principal balance outstanding and shall be secured by this charge. The Chargee is hereby authorized to deduct such fee from each advance.

DEVELOPMENT CONSENT

1. Provided that the number of units that the Mortgagor shall be entitled to build, as represented to the Mortgagee shall not be decreased as a result of any conveyance to any governmental authority as hereinafter set out, the Mortgagee shall upon request of the Mortgagor execute and deliver without payment on account of principal or interest such partial discharge or discharges as may be required by governmental authorities or agencies for any lands required for municipal and/or governmental purposes, conservation authority or water resource commission, in order to obtain a building permit(s) or approval(s) for development or redevelopment of the real property as contemplated by the Mortgagor and without limiting the generality of the foregoing for such public purposes as one-foot reserves, easements and rights-of-ways etc. Provided that the Mortgagor shall pay the Mortgagee's discharge administration fee and its solicitors' legal fees.

2. The Mortgagee shall execute upon request and without payment on account of principal, plans and other material necessary to enable the Mortgagor to develop the charged lands and will otherwise give such consents, releases or assurances as the Mortgagor shall require in such development, including but not limiting the generality of the foregoing:
 - (a) Engineering, financial and subdivision agreements required by the Municipality to be executed by the Mortgagee;
 - (b) In the event that the Mortgagor is required to grant easements and or real property to any municipal or regional authorities or public or private utility commission for the supply or installation of gas services, telephone or cable services, electrical services, water, sewers or similar services in order to service the real property mortgaged herein, the Mortgagee shall execute and deliver forthwith without delay and without payment on account of principal nor interest, any consent or postponement required for such grants, provided however that the Mortgagee shall not be required to undertake or assume any financial or other obligation and Mortgagor shall pay Mortgagee's legal costs in this regard; and
 - (c) consent to condominium registration.
3. The Mortgagor, its agents, employees or contractors may conduct servicing excavating building operations upon the real property including without limiting the generality of the foregoing, demolition or removal of any existing building, surveying, grading, excavation, installation of services and all acts incidental to the development of the real property at any time and from time to time and without payment and without the same being deemed acts of waste.

CHARGOR'S EQUITY REQUIREMENT

The Chargor shall maintain a cash equity in the Project at the time of registration of the within Charge and thereafter throughout the term of this Charge in the minimum amount of Two Million Eight Hundred and Nineteen Thousand Dollars (\$2,819,000). This minimum cash equity shall remain in the Project until such time as this loan has been repaid in full.

Neither the Chargor, nor any company which the Chargor is associated in any way shall be entitled to receive any project management fees, development fees or construction fees until such time as this loan has been repaid in full.

ATTORNEY

Upon the occurrence of an Event of Default which is continuing, the Chargor hereby irrevocably nominates, constitutes and appoints the Chargee and each of its officers holding office from time to time as the true and lawful attorney of the Chargor with power of substitution in the name of the Chargor to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Chargee reasonably considers necessary or desirable to carry out the provisions and purposes of this Charge or to exercise any of its rights and remedies hereunder and the Chargor hereby ratifies and agrees to ratify all reasonable acts of any such attorney taken or done in accordance with this Section. Without in any way limiting the generality of the foregoing, the Chargee shall have the right, upon the occurrence of an Event of Default which is continuing, to execute for and in the name of the Chargor all financing statements, financing change statements, conveyances, transfers, assignments, consents and other instruments as may be required for such purposes. This power of attorney is coupled with an interest and shall not be revoked or terminated by any act or thing other than the discharge of this Charge.

NO MARSHALLING

This Charge shall be in addition to and not in substitution for any other security which the Chargee may now or hereafter hold in respect of the Indebtedness or any other Security Documents and the Chargee shall be under no obligation to marshal in favour of the Chargor, any other entity or other lender or holder of security, any monies or other assets which the Chargee may be entitled to receive or upon which the Chargee may have a claim.

CONDOMINIUM VOTING RIGHTS

1. The word “land” shall have the meaning stated herein and includes a “unit” or “units” as defined in the Condominium Act as amended.
2. The Chargor shall be equally responsible for seeing that the Condominium Corporation provides insurance in accordance with the provisions of the terms of this Charge.
3. The Charged Property 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 to the foregoing, any contribution to the 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 the payment under the terms of 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 Condominium Corporation and any future by-laws of the Condominium 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 Condominium Corporation is terminated or in the event of a sale of the property or a part of the common elements of the Condominium 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 such right to vote, at any meeting of the Chargor of the Condominium 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 Condominium Corporation or its assets or the termination of the application of the Condominium Act to the Condominium Corporation.
7. The Chargee may from time-to-time waive the right to vote or right of 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 expressed 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 any exercise of the right to vote or the rights to consent or any failure to exercise the right to vote or the right to consent.

REGISTRATION OF CONDOMINIUM

The Chargor hereby covenants with the Chargee, that in the event the Lands are registered as a condominium, the Chargor shall forthwith upon condominium registration provide the Chargee with a good, valid and registrable first charge on all of the condominium units contained in the condominium plan, having the same terms and conditions as this Charge, failing which, the

Balance Due Date and the Last Payment Date of this Charge shall be deemed to be changed to a date which is ten (10) days after the date on which the Condominium Declaration has been registered.

Within two (2) business days of the registration of the Declaration the Chargor shall provide its solicitors with irrevocable acknowledgment and direction respecting electronic registration ("**Directions**") for transfers of each unit in the condominium which Directions shall be coupled with an interest, failing which at the option of the Chargee the Indebtedness secured hereunder shall be due and payable. Copies of the signed Directions shall be provided to the Chargee forthwith after execution of same.

Properties

PIN 58763 - 1780 LT
Description PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642; CITY OF BARRIE
Address 39 AUBURN COURT
 BARRIE

PIN 58763 - 1783 LT
Description PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642; CITY OF BARRIE
Address 39 AUBURN COURT
 BARRIE

PIN 58763 - 1788 LT
Description BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE
Address BARRIE

PIN 58763 - 1789 LT
Description BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE
Address BARRIE

PIN 58763 - 1790 LT
Description BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE
Address BARRIE

PIN 58763 - 1791 LT
Description BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE
Address BARRIE

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
Address for Service 410 Chrislea Road,
 Suite 16,
 Woodbridge, Ontario
 L4L 8B5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Party To(s)*Capacity**Share*

Name FIRM CAPITAL MORTGAGE FUND INC.
Address for Service 163 Cartwright Avenue,
 Toronto, Ontario
 M6A 1V5

Statements

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, SC1953024 registered on 2022/12/16 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Deanna Elizabeth Wehby 77 King Street West Suite 3000 PO acting for Signed 2022 12 16
 Box 95 TD Centre Applicant(s)
 Toronto
 M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

I have the authority to sign and register the document on behalf of all parties to the document.

Signed By

Deanna Elizabeth Wehby 77 King Street West Suite 3000 PO acting for Signed 2022 12 16
Box 95 TD Centre Party To(s)
Toronto
M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

FOGLER, RUBINOFF LLP 77 King Street West Suite 3000 PO 2022 12 16
Box 95 TD Centre
Toronto
M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

Fees/Taxes/Payment

Statutory Registration Fee \$69.00

Total Paid \$69.00

File Number

Party To Client File Number : 225502 JF/DW

THIS INDENTURE made on the 14th day of December, 2022.

B E T W E E N :

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

(hereinafter called the "**Mortgagor**")

OF THE FIRST PART

- A N D -

FIRM CAPITAL MORTGAGE FUND INC.

(hereinafter called the "**Mortgagee**")

OF THE SECOND PART

WHEREAS:

- A: The Mortgagee is advancing to the Mortgagor the sum of **Eleven Million Four Hundred Thousand Dollars (\$11,400,000.00)** upon the security of a Charge/Mortgage, (the "**Mortgage**") registered in the Land Titles Office for the Simcoe Land Registry (No. 51) and made by the Mortgagor in favour of the Mortgagee on the security of the lands and premises owned by the Mortgagor and described herein under "Properties" on page 1 hereof, which lands and all buildings at any time thereon during the existence of the Mortgage are herein referred to as the "**Mortgaged Premises**";
- B: As a condition precedent of making the aforesaid mortgage loan, the Mortgagee has required an assignment to the Mortgagee; and its heirs successors and assigns, as additional security for the observance and performance by the Mortgagor of its covenants and agreements contained in the Mortgage, all rents and other monies due or accruing due or at any time hereafter to become due and payable and all of the other rights of the Mortgagor under:
- (i) all present and future leases, agreements to lease and subleases of any part of the Mortgaged Premises and all tenancies, present or future licences affording any person a right to use or occupy any part of the Mortgaged Premises, in such case for the time being in effect, and all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements, or substitutions thereof or therefore which are now or may hereafter be effected or entered into (hereinafter collectively referred to as the "**Leases**" and each a "**Lease**");
 - (ii) all present and future (i) guarantees of any or all of the obligations of any tenant or any person who now or hereafter is a party to a Lease for the time being in effect and has any right of use or occupancy of all or any part of the Mortgaged Premises under a Lease (each a "**Tenant**"); (ii) indemnities in respect of all or any of the obligations of any Tenant under any Lease and (iii) arrangements with a similar person for any other person to take over all or part of the balance of the term of any tenant under any Lease, and all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements and substitutions thereof or therefore which may hereafter be effected or entered into (hereinafter collectively referred to as the "**Guarantee of Leases**").

NOW THEREFORE this Indenture witnesseth that in consideration of the premises and the sum of TWO (\$ 2.00) DOLLARS now paid by the Mortgagee to the Mortgagor (the receipt and sufficiency whereof is hereby acknowledged):

1. The granting of this assignment does not derogate from the Mortgagor's obligation under the Mortgage not to lease, rent or part with possession of the Mortgaged Premises without first obtaining the Mortgagee's prior written consent, which consent may be unreasonably withheld.

Subject to paragraph 2 hereof, the Mortgagor hereby assigns, transfers and sets over unto the Mortgagee, its heirs, executors, administrators, successors and assigns, (a) The Leases and Guarantees of Leases; and (b) all rents and other monies now due or accruing due or at any time hereafter to become due and payable under each and every Lease and Guarantee of Leases, all other obligations of the other parties thereto and all benefits, advantages and powers to be derived therefrom; with full power and authority in each case to demand, sue for, recover, receive and give receipts for all rents and other moneys payable thereunder; to have and to hold unto the Mortgagee until all moneys owing and all obligations of the Mortgagor in respect of the Mortgage have been fully paid and fulfilled and after the Mortgage has been fully released and discharged this Agreement shall be void and of no further effect.

2. It is the intention of the parties hereto that this instrument shall be a present assignment provided that the Mortgagee shall not exercise any rights or remedies herein given to it until the Mortgagor is in default under any of the terms and provisions of the Mortgage or of this assignment. Until such default, the Mortgagor shall be permitted to collect, take, retain and use or permit the collection, taking, retention and use of the rents and revenues from the Mortgaged Premises. Default under this Indenture shall constitute default under the Mortgage.
3.
 - (a) At any time, whether or not the Mortgagor is in default hereunder and whether or not the Mortgagee has determined to enforce the security hereof, upon request by the Mortgagee, the Mortgagor will promptly deliver, to the extent that the same have not been previously delivered, to the Mortgagee a copy of any or all of the Leases and any Guarantees of Leases;
 - (b) The Mortgagor covenants and agrees that all the obligations of the lessor or licensor under each of the Leases will be observed and performed except to the extent that such observance or performance may be waived by the obligees;
 - (c) The Mortgagor covenants and agrees that it will, from time to time, on request by the Mortgagee, execute or join in the execution of and deliver to the Mortgagee any one or more of the following which shall be subject to this Indenture:
 - (i) A Specific Assignment of all of the rights, title and interest of the Mortgagor as lessor or licensor in, to, under, or in respect of all rents and other moneys now due and payable under any one or more of the Leases and any Guarantees of Leases;
 - (ii) A Specific Assignment of all the right, title and interest of the Mortgagor, as lessor or licensor in, to, under or in respect of any of the Leases, all rent or other moneys now due and payable or hereafter to become due and payable thereunder, all other obligations of the other parties thereunder and all the benefits, advantages and powers to be derived therefrom and each and every Guarantee of Lease, with full power and authority to demand, sue for, recover, receive and give receipts for all rents and other moneys payable thereunder and otherwise to enforce the rights of the Mortgagor thereunder in the name of the Mortgagor;
4. Whenever the Mortgagor has been in default under any of the terms or provisions of the Mortgage, the Mortgagee shall be entitled to enter into possession of the Mortgaged Premises and collect the rents and revenues thereof, distrain in the name of the Mortgagor for the same and appoint its agents to manage the Mortgaged Premises and pay such agents

reasonable charges for their services and charge the same to the account of the Mortgagor; and that any agents so appointed by the Mortgagee shall have the authority and power:

- (a) to make any Lease or Leases of the Mortgaged Premises or of any part thereof at such rent and on such terms as the Mortgagee in its discretion may consider proper and to cancel or surrender existing Leases, to alter or amend the terms of existing Leases, to renew existing Leases, or to make concessions to Tenants as the Mortgagee in its discretion may consider proper;
 - (b) to manage generally the Mortgaged Premises to the same extent as the Mortgagor could do; and
 - (i) to collect the rents and revenues and give good and sufficient receipts and discharges therefor, and in their discretion, distrain in the name of the Mortgagor for such rents and revenues;
 - (ii) to pay all insurance premiums, taxes, necessary repairs, renovations and upkeep, carrying charges, rent or lease commissions, salary of any janitor or caretaker, cost of heating, and any and all payments due on the Mortgage to the Mortgagee;
 - (iii) to accumulate the rents and revenues in such agent's hands in a reasonable amount to make provision for maturing payments of interest and principal on the Mortgage, and for the payments of taxes, insurance, heating, repairs, renovations and upkeep, costs and expenses of collection of rents and revenues, and other expenses or carrying charges connected with the Mortgaged Premises.
5. Where any discretionary powers hereunder are vested in the Mortgagee or its agents, the same may be exercised by any officer, investment manager or manager of the Mortgagee or its appointed agents, as the case may be.
 6. Any entry upon the Mortgaged Premises under the terms of this Indenture shall not constitute the Mortgagee a "Mortgagee in Possession" in contemplation of law and the Mortgagee shall not become liable to account to the Mortgagor or credit the Mortgagor with any moneys on account of the Mortgage except those which shall come into its hands or into the hands of any agents appointed by it pursuant hereto; the Mortgagee shall not be liable for failure to collect rents or revenues and shall be under no obligation to take any action or proceeding or exercise any remedy for the collection or recovery of the said rents and revenues, or any part thereof, and then, subject to all deductions and payments made out of the rents and revenues received from the Mortgaged Premises as herein provided.
 7. That whenever any and all default under the Mortgage has been cured, and all taxes and insurance on the Mortgaged Premises have been paid to date, and all moneys which the Mortgagee or its agents may have expended or become liable for in connection with the Mortgaged Premises have been fully repaid, then the Mortgagee, shall redeliver possession of the Mortgaged Premises to the Mortgagor and the Mortgagor shall resume collection of the rents or revenues on the Mortgaged Premises until further default has occurred as aforesaid, and shall thereupon also be permitted to receive any remaining balance of the rents and revenues realized from the Mortgaged Premises.
 8. That the Mortgagor warrants that it has not, and covenants that it shall not, at any time during the existence of the Mortgage, assign, pledge or hypothecate any Lease or Leases now or hereafter existing in respect of the Mortgaged Premises or the rents and revenues due or to become due thereunder, or any part thereof, other than to the Mortgagee; and the Mortgagor shall not, at any time during the existence of the Mortgage, commit, either by act or omission, any breach of covenant on the part of the Lessor under any of the Leases to be observed and performed, terminate, accept a surrender of, or amend in any manner, any Lease or Leases now or hereafter existing in respect of the Mortgaged Premises, or receive or permit the payment of any rents or revenues by anticipation in respect thereof,

except as provided in the Leases, without the consent in writing of the Mortgagee, which consent shall not be arbitrarily or unreasonably withheld.

9. That this assignment is taken by way of additional security only and neither the taking of this assignment nor anything done in pursuance hereof shall make the Mortgagee liable in any way, as landlord or otherwise, for the performance of any covenants, obligations or liabilities under the Leases or any of them.
10. The Mortgagor waives any rights of set-off against the Tenants.
11. The Mortgagor covenants and agrees with the Mortgagee:
 - (a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and Tenant thereunder; and that it will not transfer or convey the fee title to the said premises to any of the Tenants without requiring such Tenants, in writing, to assume and agree to pay the debt secured hereby in accordance with the terms, covenants and conditions of the Mortgage hereinbefore described;
 - (b) that if the Leases provide for the abatement of rent during the repair of the demised premises by reason of fire or other casualty, the Mortgagor shall furnish rental insurance to the Mortgagee, the policies to be in an amount and form and written by such insurance companies as shall be satisfactory to the Mortgagee;
 - (c) not to terminate, modify or amend said Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Mortgagee and that any attempted termination, modification or amendments of said Leases without such written consent shall be null and void;
 - (d) other than last month's rent, not to collect any of the rent, income and profits arising or accruing under said Leases in advance nor to accept any prepayments of rent;
 - (e) not to discount any future accruing rents;
 - (f) not to execute any other assignments of said Leases or any interest therein or any of the rents thereunder;
 - (g) to perform all of the Mortgagor's covenants and agreements as lessor under the said Leases and not to suffer or permit to occur any release of liability of the Tenants, or any rights to the Tenants to withhold payment of rent; and to give prompt notices to the Mortgagee of any notice of default on the part of the Mortgagor with respect to the said Leases received from the Tenants thereunder, and to furnish the Mortgagee with complete copies of the said notices;
 - (h) that all offers to lease and Leases shall be bona fide, the terms of which are to be approved by the Mortgagee prior to execution, and shall be at rental rates and terms consistent with comparable space in the area of the Mortgaged Premises;
 - (i) if so requested by the Mortgagee, to enforce the said Leases and all remedies available to the Mortgagor against the Tenants, in case of default under the said Leases by the Tenants;
 - (j) that none of the rights or remedies of the Mortgagee under the Mortgage shall be delayed or in any way prejudiced by this assignment;
 - (k) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

- (l) not to alter, modify or change the terms of any Guarantees of Leases or cancel or terminate such Guarantees of Leases without the prior written consent of the Mortgagee;
 - (m) not to consent to any assignment of the said Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the Mortgagee;
 - (n) not to request, consent to, agree to or accept subordination of the said Leases to any mortgage or other encumbrance now or hereafter affecting the Mortgaged Premises;
 - (o) not to exercise any right of election, whether specifically set forth in any such Leases or otherwise which would in any way diminish the tenant's liability or have the effect of shortening the stated term of the Lease; and
 - (p) to pay the costs, charges and expenses of and incidental to the taking, preparation and filing of this Agreement or any notice hereof which may be required and of every renewal related thereto.
12. Upon any vesting of title to the Mortgaged Premises in the Mortgagee or other party by Court Order, operation of law, or otherwise and upon delivery of a deed or deeds pursuant to the Mortgagee's exercise of remedies under the Mortgage, all right, title and interest of the Mortgagor in and to the Lease shall by virtue of this instrument, thereupon vest in and become the absolute property of the party vested with such title or the grantee or grantees in such deed or deeds without any further act or assignment by the Mortgagor. The Mortgagor hereby irrevocably appoints the Mortgagee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurances in favour of such party vested with title or the grantee or grantees.
13. In the exercise of the powers herein granted to the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being hereby expressly waived and released by the Mortgagor. The Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under the Lease, or under or by reason of this assignment, and the Mortgagor shall and does hereby agree to indemnify the Mortgagee for, and to save and hold it harmless of and from, any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease. Should the Mortgagee incur any such liability, loss or damage under the Lease or under or by reason of this assignment, or in the defence of any such claims or demands, the amount thereof, including costs, expenses and reasonable legal fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefore immediately upon demand.
14. This assignment is intended to be additional to and not in substitution for or in derogation of any assignment of rents contained in the mortgage or in any other document.
15. That the rights or remedies given to the Mortgagee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Mortgagee may be entitled under the Mortgage or at law.
16. That the terms and conditions hereof shall be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereof as the case may be.
17. A discharge of the Mortgage in favour of the Mortgagor shall operate as a reassignment of this Assignment of Rents.

PROVIDED that it is hereby agreed that in construing this Indenture the words "Mortgagor" or "Mortgagors" or "Mortgagee" or "Mortgagees", 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 Mortgagor or Mortgagors, Mortgagee or Mortgagees, 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. And that all covenants, liabilities and obligation entered into or imposed hereunder upon the Mortgagor or Mortgagors, Mortgagee or Mortgagees, 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.

Electronic execution of this Indenture including without limitation by DocuSign, and transmission of this Indenture by fax or electronic mail shall be as binding on the undersigned as if this Indenture has been executed and delivered in the original.

SIGNATURE(S) TO APPEAR ON FOLLOWING PAGE

DATED this day of December, 2022.

**STATEVIEW HOMES (HAMPTON HEIGHTS)
INC.**

DocuSigned by:



Per: _____
226088828300416...

Name: Daniel Ciccone

Title: Secretary

I have authority to bind the corporation.

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made this ► day of December, 2022

B E T W E E N:

Stateview Homes (Hampton Heights) Inc.
(hereinafter referred to as the “Debtor”)

OF THE FIRST PART,

- and -

Firm Capital Mortgage Fund Inc.
(hereinafter referred to as the “Secured Party”)

OF THE SECOND PART.

WHEREAS the Debtor is now or may hereafter become indebted or otherwise liable to the Secured Party;

AND WHEREAS, in addition to other security, the Debtor has agreed to grant, as general and continuing security for the payment and performance of all its obligations to the Secured Party, a security interest over all its assets, undertaking and property, in addition to other security;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises the Debtor hereby agrees with the Secured Party as follows:

ARTICLE 1 - INTERPRETATION

1.01 Interpretation

(1) In this Agreement (including the recitals hereto), unless something in the subject matter or context is inconsistent therewith, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Charge, and the following terms shall have the following meanings:

- (a) “Agreement” means this agreement and all amendments made thereto by written agreement between the Secured Party and the Debtor;
- (b) "Charge" means the first charge granted by the Debtor over the property premises municipally known as Firstly: 39 Auburn Court, Barrie, and Secondly: 2, 4, 6, and 8 Teck Road, Barrie, Ontario
- (c) “Collateral” has the meaning ascribed to that term in Section 2.01;
- (d) “Obligations” means all obligations, indebtedness and liability of the Debtor to the Secured Party howsoever arising, whether present or future, direct or indirect, absolute or past, contingent, extended or renewed, or material or not, and

whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others, including without limitation, the obligations, indebtedness and liability of the Debtor to the Secured Party pursuant to a *Mortgage Loan Commitment* dated November 11, 2022 in the principal amount of \$11,400,000.00 executed by the Debtor in favour of the Secured Party, and whether the said obligations are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again; and

- (e) the terms “accessions”, chattel paper”, “documents of title”, “goods”, “instruments”, “intangibles”, “inventory”, “money”, “proceeds” and “securities” whenever used herein shall have the meanings given to those terms, or the singular or plural thereof, as the case may be, in the *Personal Property Security Act* (Ontario), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

(2) The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

(3) In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

ARTICLE 2 - GRANT OF SECURITY INTEREST

2.01 Security Interest

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest (the “Security Interest”) in the undertaking of the Debtor and in all of the Debtor’s present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called the “Collateral”), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor:

- (a) Accounts Receivable: all debts, accounts, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the “Receivables”);

- (b) Inventory: all inventory of whatever kind and wherever situated (whether or not supplied or sold by the Secured Party to the Debtor) including, without limiting the generality of the foregoing, all goods held for sale or lease or that have been leased or that are to be furnished or have been furnished under contracts for service or used or consumed in the business of the Debtor (collectively, the "Inventory");
- (c) Equipment: all machinery, equipment, fixtures, furniture, tools, plant, vehicles and other tangible personal property which are not Inventory, whether or not described in any schedule hereto (collectively, the "Equipment");
- (d) Chattel Paper: all chattel paper;
- (e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (f) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other securities and all instruments (collectively, the "Securities");
- (g) Intangibles: all intangibles not described in Section 2.01 (a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;
- (h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;
- (i) Accounts: all monies deposited in an account opened at a financial institution;
- (j) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.01(a) to (i) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (k) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.01(a) to (j) inclusive; and
- (l) Proceeds: all proceeds of the property described in Sections 2.01(a) to (k) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or the proceeds therefrom and any payment that indemnifies or compensates for the loss of or damage to such property or the proceeds therefrom;

provided that the Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefore, or any extension or renewal thereof, but upon the enforcement of the Security Interest, the Debtor shall stand

possessed of such last day in trust to assign the same to any person acquiring such term or to otherwise dispose thereof as Lender may direct.

**ARTICLE 3 - GENERAL REPRESENTATIONS,
WARRANTIES AND COVENANTS OF THE DEBTOR**

3.01 Representations and Warranties

The Debtor hereby represents and warrants to the Secured Party that:

- (a) the Debtor is a corporation duly incorporated, organized and subsisting under the laws of the Province of Ontario, with the corporate power to enter into this Agreement; this Agreement has been duly authorized by all necessary corporate action on the part of the Debtor and constitutes a legal and valid agreement binding upon the Debtor and enforceable in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Debtor pursuant to any agreement, indenture or other instrument to which the Debtor is a party or by which the Debtor or any of its property may be bound or affected;
- (b) all financial information provided by the Debtor to the Secured Party is true, correct and complete; all financial statements have been prepared in accordance with Canadian generally accepted accounting principles consistently applied; there has been no material adverse change in the Debtor's financial condition since the date of the most recent financial statements provided to the Secured Party;
- (c) except for prior security interests provided to the Debtor's bank or disclosed in a schedule hereto, all of the Collateral is the sole property of the Debtor free from any liens, charges, security interests, encumbrances or any rights of others which rank prior to or *pari passu* with the Security Interest;
- (d) the address of the Debtor's chief executive office and the office where it keeps its records respecting the Receivables is set out below the Debtor's name on the signature page of this Agreement; and
- (e) if the Debtor is a corporation, its name as set forth on page 1 of this General Security Agreement is its full, true and correct name as stated in its constating documents, it does not have or use a French language form of its name or a combined English language and French language form of its name, and the Debtor has provided to the Secured Party an accurate written list of all prior corporate or business names under which the Debtor has operated.

3.02 **Covenants**

The Debtor covenants with the Secured Party that the Debtor shall:

- (a) ensure that the representations and warranties set forth in Section 3.01 shall be true and correct at all times;
- (b) maintain, use and operate the Collateral and carry on and conduct its business in a lawful and business-like manner and in accordance with any agreement now or hereafter entered into with the Secured Party;
- (c) not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Secured Party;
- (d) defend the Collateral against all claims and demands respecting the Collateral made by all persons at any time and, except as otherwise provided herein, shall keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests except for those disclosed in a schedule hereto or hereafter approved in writing by the Secured Party prior to their creation or assumption;
- (e) not change its chief executive office and the location of the office where it keeps its records respecting the Receivables, or move any of the Inventory or Equipment from the address set out below the name of the Debtor on the signature page hereof or the locations specified in any schedule hereto, without the prior written consent of the Secured Party;
- (f) pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to the Secured Party, when required, the receipts and vouchers establishing such payment;
- (g) keep proper books of account in accordance with sound accounting practice, and furnish to the Secured Party such financial information and statements and such information and statements relating to the Collateral as the Secured Party may from time to time require, and the Debtor shall permit the Secured Party or its authorized agents at any time at the expense of the Debtor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;
- (h) from time to time forthwith at the request of the Secured Party furnish to the Secured Party in writing all information requested relating to the Collateral, and the Secured Party shall be entitled from time to time at any reasonable time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Secured Party shall have access to all premises occupied by the Debtor or where the Collateral may be found;

- (i) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the Security Interest, and the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any Receiver appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;
- (j) not change its name or amalgamate with any other corporation without first giving notice to the Secured Party of its new name and the names of all amalgamating corporations and the date when such new name or amalgamation is to become effective; and
- (k) pay to the Secured Party forthwith upon demand all reasonable costs and expenses (including, without limiting the generality of the foregoing, all legal, Receiver's and accounting fees and expenses) incurred by or on behalf of the Secured Party in connection with the preparation, execution and perfection of this Agreement and the carrying out of any of the provisions of this Agreement including, without limiting the generality of the foregoing, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein; and all such costs and expenses shall be added to and form part of the Obligations secured hereunder.

ARTICLE 4 - INSURANCE

4.01 Insurance

The Debtor shall obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limiting the generality of the foregoing, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss as are customarily insured against on this type of Collateral, in an amount not less than the full replacement value thereof, in such form and with such insurers as shall be reasonably satisfactory to the Secured Party. If any such policies of insurance contain a co-insurance clause, the Debtor shall either cause any such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent the Debtor from becoming a co-insurer under the terms of any such policy. All such policies shall name the Secured Party as an additional insured and loss payee thereof, as the Secured Party's interests may appear, and shall provide that the insurer will give the Secured Party at least 10 days written notice of intended cancellation. At the Secured Party's request, the Debtor shall furnish the Secured Party with a copy of any policy of insurance and certificate of insurance or other evidence satisfactory to the Secured Party that such insurance coverage is in effect. The Debtor shall give the Secured Party notice of any damage to, or loss of, the Collateral forthwith upon the occurrence of any such damage or loss. Should the Debtor fail to make any payment or perform any other obligation provided in this Section 4.01, the Secured

Party shall have the right, but not the obligation, without notice or demand upon the Debtor and without releasing the Debtor from any obligation hereunder or waiving any rights to enforce this Agreement, to perform any or all of such obligations. The amount of all such payments made and all costs, fees and expenses incurred by the Secured Party in performing such obligations shall be immediately due and payable by the Debtor.

ARTICLE 5 - DEALING WITH COLLATERAL

5.01 Dealing with Collateral by the Debtor

The Debtor shall not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Secured Party, except that the Debtor may, until an Event of Default occurs, sell items of Inventory in the ordinary course of its business so that the purchaser thereof takes title thereto free and clear of the Security Interest, but all proceeds of any such sale shall continue to be subject to the Security Interest, and all money received by the Debtor shall be received as trustee for the Secured Party and shall be held separate and apart from other money of the Debtor and shall be paid over to the Secured Party upon request.

5.02 Registration of Securities

The Secured Party may have any Securities registered in its name or in the name of its nominee and shall be entitled, but not bound or required, to exercise any of the rights that any holder of such Securities may at any time have, provided that until an Event of Default has occurred and is continuing, the Debtor shall be entitled to exercise, in a manner not prejudicial to the interests of the Secured Party or which would violate or be inconsistent with this Agreement, all voting power from time to time exercisable in respect of the Securities. The Secured Party shall not be responsible for any loss occasioned by its exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor shall from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

5.03 Notification of Account Debtors

Before an Event of Default occurs, the Secured Party may give notice of this Agreement and the Security Interest and assignment granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, after the occurrence of an Event of Default, may give notice to any such account debtors or other person to make all further payments to the Secured Party, and any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and paid over to the Secured Party on request.

5.04 Application of Funds

Except where the Debtor, when not in default hereunder, so directs in writing at the time of payment, all money collected or received by the Secured Party in respect of the Collateral may be applied on account of such parts of the Obligations as the Secured Party in its sole discretion

determines, or may be held unappropriated in a collateral account, or in the discretion of the Secured Party may be released to the Debtor, all without prejudice to the Secured Party's rights against the Debtor.

ARTICLE 6 - DEFAULT AND REMEDIES

6.01 Events of Default

The Debtor shall be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor does not pay to the Secured Party any sum when due;
- (b) the Debtor does not perform any of its obligations under Section 4.01;
- (c) the Debtor does not observe or perform any covenant or obligation of the Debtor contained in this Agreement (other than a covenant or condition the breach or default in performance of which is specifically dealt with elsewhere in this Section 6.01) and such default is not remedied within five days after notice has been given by the Secured Party to the Debtor specifying such default;
- (d) any representation or warranty made by the Debtor herein or in any document or certificate provided at any time to the Secured Party in connection herewith shall prove to be incorrect or misleading in any material respect;
- (e) the Debtor is in default under any other agreement with the Secured Party, including the Security Documents;
- (f) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof or makes or agrees to make an assignment, disposition or conveyance, whether by way of sale or otherwise, of its assets in bulk;
- (g) the Debtor shall be an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or commit or threaten to commit any act of bankruptcy;
- (h) the commencement of any proceeding or the taking of any step by or against the Debtor for the dissolution, liquidation or winding up of the Debtor or for any relief under the laws of any jurisdiction relating to bankruptcy, insolvency, reorganization, arrangement or compromise, or for the appointment of one or more of a trustee, receiver, receiver and manager, custodian, liquidator or any other person with similar powers with respect to the Debtor or the Collateral or any part thereof;
- (i) the Collateral or any part thereof is seized or otherwise attached by anyone pursuant to any legal process or other means, including distress, execution or any other step or proceeding with similar effect; or

- (j) the Secured Party believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached by anyone pursuant to any legal process.

6.02 Remedies

(1) On or after the occurrence of any Event of Default and at any time thereafter, (a) any or all of the Obligations shall at the option of the Secured Party become immediately due and payable or be subject to immediate performance, as the case may be, without presentment, protest or notice of dishonour, all of which are expressly waived; (b) the obligation, if any, of the Secured Party to extend further credit to the Debtor shall cease; and (c) any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable.

(2) In addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both:

- (a) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the Collateral (which term when used in this Section 6.02 shall include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 6.02 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;
- (b) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;
- (c) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (d) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;
- (e) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;
- (f) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law;
- (g) the Secured Party may accept the Collateral in satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law;

- (h) the Secured Party may, for any purpose specified herein, borrow money on the security of the Collateral in priority to the Security Interest;
- (i) the Secured Party may enter upon, occupy and use all or any of the premises, buildings and plant occupied by the Debtor and use all or any of the Equipment and other personal property of the Debtor for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party will not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
- (j) the Secured Party may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at such rate as the Secured Party deems reasonable, will be added to and form part of the Obligations hereby secured; and
- (k) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured.

(3) The Secured Party may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder.

(4) The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of the Collateral.

(5) The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party sees fit. If there is any surplus remaining, the Secured Party may pay it to any person having a claim thereto in priority to the Debtor of whom the Secured Party has knowledge and any balance remaining shall be paid to the Debtor. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the

aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party forthwith on demand.

ARTICLE 7 - GENERAL

7.01 Benefit of the Agreement

This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the Debtor and shall benefit the heirs, executors, administrators, successors and assigns of the Secured Party. If there is more than one Debtor named herein, the term "Debtor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Debtor shall have any right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full.

7.02 Entire Agreement; Attachment

This Agreement, including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein, and, without limiting the generality of the foregoing, the parties have not agreed to postpone the time for the attachment of the security interest granted hereby.

7.03 No Waiver

No delay or failure by the Secured Party in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

7.04 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

7.05 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, registered mail or by electronic means, addressed to the Debtor at the address set out below the Debtor's name on the signature page hereof, or, in the case of the Secured Party to:

163 Cartwright Avenue,

Toronto, Ontario

M6A 1V5

or such other address, electronic communication number or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if given after normal business hours on any day. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery or by electronic communication.

7.06 Modification; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by all parties. The rights of the Secured Party under this Agreement may be assigned by the Secured Party without the prior consent of the Debtor. The Debtor may not assign its obligations under this Agreement.

7.07 Additional Continuing Security

This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

7.08 Discharge

The Debtor shall not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Secured Party.

7.09 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.


7.10 Executed Copy

The Debtor acknowledges receipt of a fully executed copy of this Agreement.

IN WITNESS WHEREOF the Debtor has executed this Agreement.

DEBTOR:

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

DocuSigned by:

Per: _____
Name: Daniel Ciccone
Title: Secretary

I have authority to bind the corporation.

ADDRESS OF DEBTOR:

**39 Auburn Court, Barrie, Ontario
2, 4, 6, and 8 Teck Road, Barrie, Ontario
410 Chrislea Road, Suite 16, Woodbridge, ON L4L 8B5**

ASSIGNMENT OF MATERIAL PROJECT AGREEMENTS

THIS AGREEMENT is made as of day of December, 2022.

BY:

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
(the "Assignor")

IN FAVOUR OF:

FIRM CAPITAL MORTGAGE FUND INC. (the "Assignee")

WHEREAS the Assignor has requested the Loan to finance the Project and the Assignee has agreed to make the Loan available to the Borrower on and subject to the terms and conditions set forth in the Security Documents;

AND WHEREAS in order to secure the repayment of the Indebtedness, the Assignor has agreed to assign all of its right, title and interest in the Material Project Agreements to the Assignee;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE ONE
INTERPRETATION

1.01 Definitions

In this Agreement (including the recitals hereto), unless something in the subject matter or context is inconsistent therewith, capitalized terms not defined herein shall have the meanings ascribed to them in the Charge, and the following terms shall have the following meanings:

- (a) **"Agreement"** means this agreement and all amendments made hereto by written agreement between the parties.
- (b) **"Charge"** means the a Charge/Mortgage in the principal amount of ELEVEN MILLION FOUR HUNDRED THOUSAND Dollars (\$11,400,000.00) given by the Assignor in favour of the Assignee respecting the lands and premises municipally known as Firstly: 39 Auburn Court, Barrie, and Secondly: 2, 4, 6, and 8 Teck Road, Barrie, Ontario, and legally described in Schedule "A" annexed hereto, as the same may be amended, supplemented, extended, renewed, restated, replaced or superseded from time to time.
- (c) **"Commitment"** means the Commitment Letter dated November 11, 2022 issued by Firm Capital Corporation to the Chargor/Borrower and assigned by Firm Capital Corporation to Firm Capital Mortgage Fund Inc., and shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto or thereof from time to time.
- (d) **"Project"** means the servicing and construction and development of the Property as described in the Commitment.
- (e) **"Material Project Agreements"** means collectively, all agreements, documents and instruments entered into, assigned to or obtained by the Assignor affecting or relating to the Charged Property, the development of the Project and including without limitation the agreements listed on Schedule "B", as well as all material licenses, permits, building and development permissions, agreements, plans, specifications, working drawings, performance bonds, letters of credit and letters of guarantee pertaining to the development, construction or operation of the Charged Property and shall include all amendments and modifications thereof and all instruments supplemental thereto from time to time entered into.

1.02 Interpretation Not Affected By Headings Etc.

Grammatical variations of any terms defined herein have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.03 Extended Meaning

A reference to any one or more of the Assignor or the Assignee shall be deemed to be a reference to the respective successors and assigns of such party.

ARTICLE TWO
ASSIGNMENT, ETC.**2.01 Assignment**

Upon and subject to the terms, conditions and provisions herein contained, the Assignor hereby assigns, transfers and sets over to and in favour of the Assignee, to the extent that such are capable of assignment, as and by way of a fixed and specific assignment, all of its right, title, estate and interest in, to, under and in respect of:

- (a) any and all Material Project Agreements;
- (b) all benefit, power and advantage of the Assignor to be derived from the Material Project Agreements and all covenants, obligations, agreements, and undertakings of the other parties thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor;
- (c) all revenues and other moneys now due and payable or hereafter to become due and payable to the Assignor under the Material Project Agreements or in connection therewith, with full power and authority to demand, sue for, recover, receive and give receipts for all such revenues and other moneys; and
- (d) all books, accounts, invoices, letters, papers, contracts and documents in any way evidencing or relating to the Material Project Agreements;

and in, to and under all amendments, modifications, extensions, renewals and replacements of any of the foregoing and all rights, remedies, powers, privileges and claims of the Assignor thereunder (whether arising pursuant thereto or available to the Assignor at law or in equity) and each and every one of them, to hold and receive the same unto the Assignee with full power and authority to demand, collect, sue for, recover, receive and give receipts for payments and to enforce payment of the same in accordance with and subject to the terms of this Agreement and the Charge.

This Agreement shall be held by the Assignee as additional security for the due payment of all principal moneys, interest and other moneys payable by the Assignor pursuant to the Charge and all other Security Documents and for the repayment by the Assignor of the Indebtedness.

2.02 Performance of Obligations

The Assignor covenants to observe and perform or cause to be observed and performed, as and when required, all of its covenants, obligations, agreements and undertakings under all and each of the Material Project Agreements and will use all reasonable commercial efforts to cause the other parties to each Material Project Agreement to observe and perform all of their covenants, obligations, agreements and undertakings thereunder.

2.03 No Liability

Nothing herein contained shall render the Assignee, its agents, employees or any other person for whom the Assignee is in law responsible liable to any person for the fulfilment or non-fulfilment of

the obligations, covenants and agreements, including but not limited to the payment of any moneys thereunder or in respect thereto, of the Assignor under any Material Project Agreement and the Assignor hereby indemnifies and agrees to save and hold harmless the Assignee from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever of any person arising directly or indirectly in connection therewith.

2.04 Service and Registration

The Assignee shall have the right at any time to serve the present Agreement or notice thereof on any one or more of the other parties to the Material Project Agreements. The Assignee shall also have the right at any time and without notice to the Assignor to cause the present Agreement or notice thereof to be registered or filed in any place or office where the Assignee or its counsel deems advisable or necessary.

2.05 Attorney of the Assignor

The Assignee, as attorney or agent of the Assignor and in its name (and the Assignor hereby each so irrevocably appoints and authorizes the Assignee), may, at any time and from time to time after the occurrence and during the continuance of an Event of Default under the Charge exercise any of the rights, powers, authority and discretion which under the terms of any Material Project Agreement could be exercised by the Assignor with respect to such Material Project Agreement.

2.06 Performance Until Default

Until the Assignee enforces any of its rights herein contained, the Assignor shall, subject to the express terms of the Charge and this Agreement, be entitled to deal with the Material Project Agreements and enforce all of its benefits, advantages and powers thereunder, provided that nothing herein shall release, discharge, postpone, amend or otherwise affect the present assignment and security interest in and to the Material Project Agreements and the immediate attachment thereof. If an Event of Default under the Charge occurs and is continuing, the Assignee may, but shall not be obligated to, exercise all rights, powers, authority and discretion of the Assignor in respect of the Material Project Agreements in its place and stead all of which is hereby consented to by the Assignor.

2.07 Bona Fides

The Assignor shall not execute or enter into a Material Project Agreement unless same is executed or entered into by it in the ordinary course of business, at arm's length or upon arm's length terms and in good faith, and on such terms as are consistent with the practice of a reasonable and prudent owner of property similar in nature, condition and location to the Charged Property and unless the same does not adversely affect the interest of the Assignee under this Agreement or the Charge.

ARTICLE THREE
COVENANTS

3.01 Covenants

The Assignor hereby covenants and agrees with the Assignee that it shall use reasonable commercial efforts to ensure that any Material Project Agreement it enters into after the date hereof shall be capable of assignment and capable of further assignment by the Assignee, its successors and assigns or by any receiver or receiver and manager after and during the continuance of an Event of Default. To the extent that any such Material Project Agreement is incapable of assignment, the Assignor agrees that it shall hold any such agreement in trust for the Assignee and that, in the event of occurrence and during the continuance of an Event of Default under the Charge, it shall act as agent for the Assignee and will perform all of the liabilities and obligations under such agreements as the Assignee may so direct and hold all benefit of any such agreement in trust for the Assignee.

ARTICLE FOUR
DEFAULT

4.01 Rights of Assignee Upon Default

Whenever an Event of Default has occurred and is continuing under the Charge, without limiting the rights of the Assignee under or pursuant to this Agreement, the Charge or otherwise provided by law, the Assignee shall have the authority:

- (a) to the extent permitted by the Material Project Agreements, to renew, amend or otherwise deal with the Material Project Agreements on such terms and conditions as the Assignee may determine, acting reasonably, all in the name of the Assignor;
- (b) to perform, acting reasonably, at the expense of the Assignor, any and all obligations or covenants of the Assignor under the Material Project Agreements and to enforce performance by any party to the Material Project Agreements of its obligations, covenants and agreements thereunder, all in the name of such Assignor and at the Assignor's sole cost and expense, including reasonable legal fees and disbursements on a substantial indemnity basis, all of which amounts shall be immediately due and payable, shall form part of the Indebtedness secured by the Charge, and shall be a charge on the Charged Property until paid; and
- (c) to exercise, acting reasonably, any of the rights, powers and discretions which under the terms of the Material Project Agreements or any of them could be exercised by the Assignor.

the whole without any liability or responsibility of any kind on the part of the Assignee, its agents, employees or any other person for whom the Assignee is in law responsible.

4.02 Exercise of Powers

Where any discretionary powers hereunder are vested in the Assignee or its agents, the same may be exercised with respect to the Assignee by an officer, investment manager, manager or employee of the Assignee or its appointed agents, as the case may be.

ARTICLE FIVE
GENERAL

5.01 No Release

This Agreement shall remain in full force and effect without regard to, and the obligations of the Assignor and the other parties to the Material Project Agreements thereunder shall not be affected or impaired by:

- (a) any amendment, modification, replacement of or addition or supplement to the Charge or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Agreement, the Charge or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of this Agreement, the Charge or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (d) any merger, consolidation or amalgamation of the Assignor into or with any other person; or
- (e) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignor.

5.02 No Partnership

Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Assignor and the Assignee; it being understood and agreed that none of the provisions herein contained or any acts of the Assignee or of the Assignor, shall be deemed to create any relationship between the Assignee and the Assignor other than the relationship of assignee and assignor.

5.03 Rights and Remedies Cumulative

The rights or remedies given to the Assignee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Assignee may be entitled under the Charge or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee or at law and may be exercised whether or not the Assignee has pursued or is then pursuing any other such rights and remedies. Furthermore, nothing in this Agreement shall curtail or limit the remedies of the Assignee as permitted by law or any statute to a creditor, all such remedies being in addition to and not in substitution for any other rights of the Assignee under this Agreement, the Charge or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee.

5.04 Time of Essence

Time shall be of the essence of this Agreement.

5.05 Notices

Any demand, notice or communication to be made or given hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when given in accordance with the provisions of the Charge.

5.06 Waiver

No consent or waiver, express or implied, by the Assignee to or of any breach or default by the Assignor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Assignor hereunder. Failure on the part of the Assignee to complain of any act or failure to act of the Assignor or to declare the Assignor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Assignee of its rights hereunder.

5.07 Amendments

This Agreement may not be modified or amended except with the written consent of the parties hereto.

5.08 Joint and Several

The obligations of the Assignor hereunder shall be joint and several.

5.09 Termination of this Agreement

The provisions of this Agreement shall remain in full force and effect as general and continuing collateral security until payment in full of all monies, the performance of all obligations, and until the Lender has no further obligation to provide the Loan under the Commitment. If the Assignor pays, performs, satisfies and extinguishes all Indebtedness and obligations, and if the Lender no longer has any further obligation to provide or continue to provide the Loan to the Assignor pursuant to the Commitment, this Agreement shall be and become fully ended and terminated and all right, title, interest and benefit of the Assignor in, to, under or in respect of the Material Project Agreements shall automatically revert to the Assignor or their successors or assigns, all covenants and agreements of the Assignor hereunder shall be at an end and the Assignee, upon the request and at the expense of the Assignor, shall execute such instruments, discharges or re-assignments and give such notification or assurances as the Assignor may properly require to fully release, discharge and cancel this Agreement in the circumstances.

5.10 After-Acquired Property

The Assignor covenant and agree that if and to the extent that its right, title and interest in any Material Project Agreement is not acquired until after delivery of this Agreement, this Agreement shall nonetheless apply thereto and the security interest of the Assignee hereby created shall attach to any such Material Project Agreement at the same time as the Assignor acquires rights therein, without the necessity of any further assignment or other assurance, and thereafter the security interests created hereby in respect of such Material Project Agreement shall be absolute, fixed and specific, subject.

5.11 Attachment

The Assignor warrants and acknowledges that the security interest created herein shall attach upon the execution hereof and that value has been given and that the Assignor has rights in the Material Project Agreements. The Assignor acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

5.12 Conflict

This Agreement has been entered into subject to the terms and conditions of the Commitment and, if there is any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Commitment, the terms and conditions of the Commitment shall prevail and this Agreement shall be deemed to be amended accordingly. Notwithstanding the foregoing, in the event that this Agreement contains remedies which are in addition to the remedies set forth in the Commitment, the existence of such additional remedies in this Agreement shall not constitute a conflict or inconsistency with the provisions of the Commitment.

5.13 Assignment

The rights of the Assignee under this Agreement may be assigned by the Assignee to the same extent, and on and subject to the same terms and conditions, as the Assignee may assign its rights under the Commitment. The Assignor may not assign its obligations under this Agreement except in accordance with the provisions of the Commitment.

5.14 Severability

If any covenant, obligation or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

5.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.16 Binding On Successors, Etc.

This Agreement and everything herein contained shall enure to the benefit of the Assignee and their respective successors and assigns and shall be binding upon the Assignor and its successors and assigns.


5.17 Electronic Execution

The electronic execution including without limitation by DocuSign, and delivery of this Agreement by facsimile transmission or electronic mail shall be as effective and binding on the undersigned as if this Agreement were executed and delivered in the original.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF the Assignor has executed this Agreement as of the date first written above.

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

DocuSigned by:

Per: _____
228108828391416...
Name: Daniel Ciccone
Title: Secretary

I have authority to bind the corporation.

SCHEDULE "A"
Legal Description

Firstly: PIN No. 58763-1783 (LT)-PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642 and municipally known as 39 Auburn Court, Barrie

PIN No. 58763-1780 (LT)-PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642 and municipally known as 39 Auburn Court, Barrie

Secondly: PIN No. 58763-1788 (LT)- BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1789 (LT)-BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1790 (LT)-BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1791 (LT)- BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

**and municipally known as 2, 4, 6, and 8 Teck Road, Barrie, Ontario
(collectively, the "Property")**

ASSIGNMENT AND DIRECTION (Municipality/Utility)

TO: **The Corporation of the City of Barrie**
 and any other governmental authority, utility or any other authority
 having jurisdiction over the Property (the "Authority")

AND TO: **Firm Capital Mortgage Fund Inc.**

RE: **Firm Capital Mortgage Fund Inc. (the "Lender") loan to**
 Stateview Homes (Hampton Heights) Inc. (the "Chargor")
 secured, inter alia, by a first charge against the title to:

Firstly: PIN No. 58763-1783 (LT)-PART BLOCK 174 PLAN 51M867 PART 5 ON
 PLAN 51R42642 and municipally known as 39 Auburn Court, Barrie

PIN No. 58763-1780 (LT)-PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642
 and municipally known as 39 Auburn Court, Barrie

Secondly: PIN No. 58763-1788 (LT)- BLOCK 1, PLAN 51M1229; SUBJECT TO AN
 EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1789 (LT)-BLOCK 2, PLAN 51M1229; SUBJECT TO AN
 EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1790 (LT)-BLOCK 3, PLAN 51M1229; SUBJECT TO AN
 EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1791 (LT)- BLOCK 4, PLAN 51M1229; SUBJECT TO AN
 EASEMENT AS IN SC1843162; CITY OF BARRIE

and municipally known as 2, 4, 6, and 8 Teck Road, Barrie, Ontario
 (collectively, the "Property")

WHEREAS:

- (a) The Chargor has given a first Charge/Mortgage respecting the Property in favour of the Lender which was registered in the Land Titles Office for the Simcoe Land Registry (NO. 51) on December 16, 2022 as Instrument No. SC1953024;
- (b) The Authority now holds and will in the future hold cash security respecting the obligations of the Chargor to the Authority respecting the servicing and development of the Property including without limitation the amount of \$445,271.81 in respect of engineering fees, and \$32,928.31 in respect of parks (collectively, the "Security"); and
- (c) The Chargor has agreed that if and when the Security or any part thereof is released by the Authority, it shall be paid to the Lender.

NOW THEREFORE in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00), the receipt whereof is hereby acknowledged, the Chargor hereby assigns the Security together with any accrued interest thereon to the Lender and hereby irrevocably authorizes and directs the Authority that upon any release by it of the Security or any part thereof, to pay the Security together with accrued interest thereon to the Lender or to whom it may direct until all amounts properly due to the Lender have been paid in full.

The Chargor covenants with the Lender that it shall, within five (5) days of providing any Security to the Authority, provide the Lender with full particulars of the Security including the name of the Authority. The Chargor further undertakes to provide to the Lender with such further assignments and directions as the Lender requires in respect of the actual Security provided by it to the Authority, within five (5) days of receiving such documentation from the Lender or its solicitor. The Chargor shall also provide the Lender with two (2) executed copies of this Assignment and Direction executed by the Authority to which the Chargor has provided Security. Failure of the Chargor to comply with these covenants and undertakings shall constitute a default under the Lender's mortgage on the Property, entitling the Lender to exercise its rights and remedies thereunder and at law.

This shall be your good, sufficient and irrevocable authority for so doing.

Delivery of this instrument by fax transmission or electronic mail shall be as binding upon the parties hereto as if executed in the original.

This Assignment and Direction may be executed in counterparts and all the counterparts shall constitute an agreement binding on the parties hereto

SIGNATURE(S) TO APPEAR ON THE FOLLOWING PAGE

DATED this day of December, 2022.

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.


 Per: _____
 Name: Daniel Ciccone
 Title: Secretary


I have authority to bind the corporation.

TO: Firm Capital Mortgage Fund Inc.

The Corporation of the City of Barrie hereby acknowledge receipt of this Assignment and Direction and undertake to you to act in compliance therewith.

DATED this **21st** day of December, 2022

THE CORPORATION OF THE CITY OF BARRIE


 Per: _____
 Name: Wendy Cooke
 Title: City Clerk

Per: _____

Name:

Title:

I/we have authority to bind the Authority.

ASSIGNMENT AND DIRECTION

(Utility)

TO: Alectra Utilities Corp. (the "Alectra")

AND TO: Firm Capital Mortgage Fund Inc.

RE: Firm Capital Mortgage Fund Inc. (the "Lender") loan to Stateview Homes (Hampton Heights) Inc. (the "Chargor") secured, inter alia, by a first charge against the title to:

Firstly: PIN No. 58763-1783 (LT)-PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642 and municipally known as 39 Auburn Court, Barrie

PIN No. 58763-1780 (LT)-PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642 and municipally known as 39 Auburn Court, Barrie

Secondly: PIN No. 58763-1788 (LT)- BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1789 (LT)-BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1790 (LT)-BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1791 (LT)- BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

and municipally known as 2, 4, 6, and 8 Teck Road, Barrie, Ontario (collectively, the "Property")

WHEREAS:

- (a) The Chargor has given a first Charge/Mortgage respecting the Property in favour of the Lender which was registered in the Land Titles Office for the Simcoe Land Registry (NO. 51) on December 16, 2022 as Instrument No. SC1953024;
- (b) Alectra now holds and will in the future hold cash security respecting the obligations of the Chargor to the Alectra respecting the servicing and development of the Property including without limitation the amount of \$55,307.01 in respect of expansion, and \$17,193.55 for damages (collectively, the "Security"); and
- (c) The Chargor has agreed that if and when the Security or any part thereof is released by the Authority, it shall be paid to the Lender.

NOW THEREFORE in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00), the receipt whereof is hereby acknowledged, the Chargor hereby assigns the Security together with any accrued interest thereon to the Lender and hereby irrevocably authorizes and directs Alectra that upon any release by it of the Security or any part thereof, to pay the Security together with accrued interest thereon to the Lender or to whom it may direct until all amounts properly due to the Lender have been paid in full.

The Chargor covenants with the Lender that it shall, within five (5) days of providing any Security to Alectra, provide the Lender with full particulars of the Security including the name of Alectra. The Chargor

further undertakes to provide to the Lender with such further assignments and directions as the Lender requires in respect of the actual Security provided by it to Alectra, within five (5) days of receiving such documentation from the Lender or its solicitor. The Chargor shall also provide the Lender with two (2) executed copies of this Assignment and Direction executed by Alectra to which the Chargor has provided Security. Failure of the Chargor to comply with these covenants and undertakings shall constitute a default under the Lender's mortgage on the Property, entitling the Lender to exercise its rights and remedies thereunder and at law.

This shall be your good, sufficient and irrevocable authority for so doing.


Delivery of this instrument by fax transmission or electronic mail shall be as binding upon the parties hereto as if executed in the original.

This Assignment and Direction may be executed in counterparts and all the counterparts shall constitute an agreement binding on the parties hereto.

SIGNATURE(S) TO APPEAR ON THE FOLLOWING PAGE

DATED this day of December, 2022.

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

DocuSigned by:
Per:  _____
226D8882B399415...

Name: Daniel Ciccone

Title: Secretary

I have authority bind the corporation.

TO: Firm Capital Mortgage Fund Inc.

Alectra Utilities Corp. hereby acknowledges receipt of this Assignment and Direction and undertake to you to act in compliance therewith.

DATED this day of

ALECTRA UTILITIES CORP.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/we have authority to bind the Authority.

GUARANTEE

THIS INDENTURE made the _____ day of December, 2022

BY:

STATEVIEW CONSTRUCTION LTD., TAURA DEVELOPMENTS INC., CARLO TAURASI, DINO TAURASI AND DANIEL CICCONE

hereinafter collectively called the "Guarantor",

IN FAVOUR OF:

FIRM CAPITAL MORTGAGE FUND INC.

hereinafter called the "Lender".

WHEREAS Firm Capital Corporation issued a Commitment Letter on behalf of the Lender in favour of Stateview Homes (Hampton Heights) Inc. (hereinafter called the "**Borrower**") dated November 11, 2022, respecting the provision of mortgage financing for the properties municipally known as Firstly: 39 Auburn Court, Barrie, and Secondly: 2, 4, 6, and 8 Teck Road, Barrie, Ontario (collectively, the "**Property**");

AND WHEREAS the said Commitment Letter, as amended (if applicable) is hereinafter called the "**Commitment Letter**" and was assigned to the Lender;

AND WHEREAS pursuant to the Commitment Letter, the Borrower has given a Charge/Mortgage in favour of the Lender in the principal sum of **ELEVEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$11,400,000.00)** respecting the Property (the "**Mortgage**");

AND WHEREAS, for good and valuable consideration, the Guarantor has agreed to guarantee the due payment and performance of the obligations of the Borrower to the Lender under or pursuant to the Security Documents;

AND WHEREAS capitalized but undefined terms used herein shall have the meanings ascribed thereto in the Mortgage.

NOW THEREFORE THIS INDENTURE WITNESSETH THAT, in consideration of the Lender making the Loan and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Lender to the Guarantor (the receipt and sufficiency of which is hereby acknowledged by the Guarantor), the Guarantor does hereby covenant and agree with the Lender, as principal debtor and not as surety and, if more than one guarantor, on a joint and several basis, that it will pay or cause to be paid to the Lender all monies payable under or pursuant to the Mortgage and the Security Documents as and when same fall due, as well as all damages, costs, legal costs on a full indemnity basis, charges and expenses which may become due or payable to the Lender pursuant to the Security Documents or enforcement thereof, and that the Guarantor will well and truly observe and perform all of the covenants, terms and conditions of the Security Documents to be observed and performed by the Borrower (all of which promises to pay, observe and perform being hereinafter collectively referred to as the "Liabilities");

AND, in furtherance of the foregoing:

1. The Guarantor hereby undertakes and agrees to indemnify and hold harmless the Lender from and against any and all liability, loss, harm, damage or expense, including legal fees on a full indemnity basis, which it may suffer, incur or sustain by reason of the default of the Borrower under the Security Documents or any of them.
2. As between the Guarantor and the Lender, the Guarantor is and shall continue to be liable as a principal debtor, notwithstanding the bankruptcy of the Borrower or any act in connection with this guarantee, any agreement between the Lender and the Borrower or any security held by the Lender, whereby the Guarantor would otherwise be released or exonerated from its obligations under this guarantee including, without limitation, the granting of time or other indulgences to the Borrower, the giving up, discharging, releasing, abandoning, modification, variation, exchange, renewal, assigning, or abstinence from perfecting or taking advantage of any security given or to be given to the Lender by the Borrower or the Guarantor, in whole or in part, the discharge of any part or parts of or acceptance of any composition or arrangement or realization upon any security given or to be given to the Lender by the Borrower or the Guarantor, or any neglect or omission with respect to any security given to the Lender by the Borrower or the Guarantor. No release of the Borrower or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Lender or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Mortgage and both before and after default and judgment, until the Liabilities are fully paid and satisfied.

3. The Guarantor shall continue to remain liable on any guarantee, covenant and agreement notwithstanding:
 - (i) Any extension of time or extensions of time from time to time which may be given by the Lender(s) to the Borrower for payment, observance, performance or fulfilment of any liabilities, Indebtedness, agreements or obligations hereby guaranteed and the Guarantor hereby covenants and agrees with the Lenders that payment shall be made in accordance with such extension or extensions of time and that if payments are not made in accordance with such extension or extensions of time the Guarantor shall make or cause to be made the payments in accordance with such extension of time;
 - (ii) Realization of any securities now or hereafter held by the Lender; and
 - (iii) Doing or omitting to do any other act, matter or thing whatsoever with relation to the Liabilities hereby guaranteed or any security or securities now or hereafter held in respect thereof or any part of same.

The Liabilities of the Guarantor shall continue and be binding on the Guarantor, and as well after as before default and after as before maturity of the Mortgage, until the Liabilities are fully paid and satisfied.

4. Any account settled or stated by or between the Lender and the Borrower or admitted by or on behalf of the Borrower may be adduced by the Lender and shall in that case be accepted by the Guarantor as conclusive evidence that the balance or amount thereof thereby appearing is due by the Borrower to the Lender.
5. The Guarantor will not at any time claim to be subrogated in any manner to the position of the Lender and will not claim the benefit of any security at any time held by the Lender.
6. The Lender shall not be bound to exhaust its recourses against the Borrower before requiring payment from the Guarantor and the Lender may enforce all available remedies and realize upon securities held or any part thereof in the order that it may determine.

7. Any change or changes in the name of the Borrower shall not affect or in any way limit or lessen the liability of the Guarantor hereunder.

8. The Guarantor agrees that:
 - a. The covenants of the Guarantor hereunder shall continue for the full term of the Mortgage including any renewal thereof, unless a release in writing has been authorized by the Lender and shall be binding upon the successors and permitted assigns of the Guarantor;

 - b. It is the intention of the parties that if for any reason the Borrower has no legal existence and is or becomes under no legal obligation to discharge the monies secured by the Mortgage or if any monies owing by the Borrower to the Lender become irrecoverable from the Borrower by operation of law or for any reason whatsoever, this covenant and the covenants, agreements and obligations of the Guarantor contained herein shall nevertheless be binding upon the Guarantor as principal debtor until such time as the Indebtedness owing by the Borrower to the Lender has been paid in full and the liabilities secured by the Mortgage have been discharged.

 - c. This covenant shall be in addition to and not in substitution for any other guarantees or other securities which the Lender may now or hereafter hold in respect of the monies secured by the Mortgage and the Lender shall be under no obligation to marshal in favour of the Guarantor any other covenants or other securities or any monies or other assets which the Lender may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other covenants or other securities which the Lender may now or hereafter hold in respect of the monies secured by the Mortgage and the Security Documents whether occasioned by the fault of the Lender or otherwise shall in any way limit or lessen the Guarantor's liability;

 - d. The Guarantor agrees that the Lender shall not be obliged to make any demand upon, or take any proceedings, or action against the Borrower or any other person before pursuing its rights against the Guarantor pursuant hereto. In the event that Lender in its absolute discretion makes demand upon the Guarantor, the Guarantor shall be held and be bound to the Lender directly as principal debtor in respect of the payment of the amounts hereby guaranteed; and

- e. The Guarantor shall not raise, in any proceedings concerning the enforcement of the Security Documents or this Guarantee, any defences relating to any alleged invalidity or unenforceability of any of the Security Documents, or any of the provisions thereof. This provision may be pleaded by the Lender as an estoppel in any such proceedings.
9. Should the Lender receive from the Guarantor a payment or payments in full or on account of its liability under this guarantee, the Guarantor shall not be entitled to claim repayment against the Borrower or the Borrower's estate until the Lender's claims against the Borrower have been paid in full and in case of the liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or if the Borrower makes a bulk sale of any of its assets or any composition with creditors or scheme of arrangements, the Lender shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full, and the Guarantor shall continue liable up to the amount guaranteed (less any payments made by the Guarantor) for any balance which may be owing to the Lender on any of its securities and/or the retention thereof by the Lender, such valuation and/or retention shall not, as between the Lender and the Guarantor, be considered as a purchase of such security or as payment or satisfaction or reduction of the Borrower's liability to the Lender or any part thereof.
10. The Guarantor shall make payments to the Lender of the amount of the liability of the Guarantor hereunder forthwith after demand therefor made in writing, and such demand shall be deemed to have been effectually made when an envelope containing it addressed to the Guarantor at the last address of any of the Guarantor known to the Lender is sent by registered mail and the liability of the Guarantor shall bear interest at the same rate.
11. The Guarantor shall, at its sole cost and expense, at any time and from time to time, prepare or cause to be prepared, and provide to the Lender upon the Lender's request: (a) such financial statements and reports concerning the Guarantor for such periods of time as the Lender may designate; (b) any other information concerning the Guarantor's business, financial condition or affairs as the Lender may request; and (c) copies of any and all tax returns and reports of or relating to the Guarantor as the Lender may from time to time request. The Guarantor hereby intentionally and knowingly waives any and all rights and privileges it may have not to divulge or deliver said tax returns, reports and other information that are requested by the Lender hereunder or in any litigation in which the Lender may be involved relating directly or indirectly to the Borrower or to the Guarantor. The Guarantor further agrees immediately to give written notice to the Lender of any adverse change in a Guarantor's financial condition and of any condition or event that constitutes an event of default under this Guarantee.

12. The Guarantor hereby represents and warrants that: (a) it is in the Guarantor's direct interest to assist the Borrower in procuring credit, because the Guarantor is an affiliate of the Borrower, furnishes goods or services to the Borrower, purchases or acquires goods or services from the Borrower, and/or otherwise has a direct or indirect corporate or business relationship with the Borrower; (b) this Guarantee has been duly and validly authorized, executed and delivered and constitutes the binding obligation of the Guarantor, enforceable in accordance with its terms; and (c) the execution and delivery of this Guarantee does not violate or constitute a default under any order, judgment, decree, instrument or agreement to which the Guarantor is a party or by which it or its property are affected or bound. No action or proceeding brought or instituted under this guarantee and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this guarantee by reason of any further default or defaults hereunder and/or in payment of the debts and liabilities of the Borrower referred to herein.
13. There are no representations, collateral agreements or conditions with respect to this instrument or affecting the liability of the Guarantor hereunder, other than as contained herein and no modification of this guarantee shall be effective unless the same be in writing and signed by the Guarantor and by the Lender.
14. All Indebtedness and liability, present and future, of the Borrower to the Guarantor are hereby assigned to the Lender and postponed to the repayment of the Mortgage and all monies received by the Guarantor in respect thereof shall be received in trust for the Lender, the whole without limiting or lessening the liabilities of the Guarantor under this guarantee and this assignment and postponement is independent of the said guarantee and shall remain in full effect until repayment in full to the Lender of the Mortgage notwithstanding that the liabilities of the Guarantor under the said guarantee may have been discharged or terminated, the Guarantor acknowledges the assignment to the Lender as set forth herein shall not impose upon the Lender any obligation to do anything to realize on the assigned debts and claims or to ensure that those debts or claims do not become statute barred by the operation of law relating to limitation of actions or otherwise.
15. The Guarantor acknowledges and agrees that the Lender may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the Limitations Act, 2002 (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended for a period of ten (10) years from the date of the first advance under the Mortgage. For greater certainty, the Guarantor

acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the Limitations Act, 2002 (Ontario).

16. The Guarantor's guarantee hereunder shall be on a joint and several basis with the Borrower and any other guarantor of the Liabilities not named herein, if any.
17. This Guarantee shall be read and construed with all changes of gender and number of the party or parties referred to in each case as required by the context. This Guarantee shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereto hereby attorn to the jurisdiction of the Province of Ontario.
18. The Guarantor acknowledges receipt of this Guarantee, the Commitment Letter, the Mortgage, the Standard Charge Terms and all other Security Documents.
19. This Guarantee may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
20. The execution and delivery of this Guarantee by facsimile transmission or electronic mail (including DocuSign) shall be as effective and binding on the undersigned hereto as if this Guarantee were executed and delivered in the original.

This Guarantee, together with all rights, entitlements, duties and obligations arising from the same, shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, legal personal representatives, successors and assigns.

SIGNATURE(S) TO APPEAR ON THE FOLLOWING PAGE

as to the signature of Carlo Taurasi)

)

)

WITNESS:)

)

DocuSigned by:
Bruce Milburn
7A305E2C89E2449...

DocuSigned by:
Dino Taurasi
25F0D7A093894D3...

Name:) Dino Taurasi

as to the signature of Dino Taurasi)

)

)

WITNESS:)

)

DocuSigned by:
Bruce Milburn
7A305E2C89E2449...

DocuSigned by:
[Signature]
226D8882B30041E...

Name:) Daniel Ciccone

as to the signature of Daniel Ciccone)

GENERAL SECURITY AGREEMENT

[guarantor]

1. SECURITY INTEREST

- (a) For value received, Stateview Construction Ltd. and Taura Developments Inc. (collectively, the "**Debtor**"), hereby grants to Firm Capital Mortgage Fund Inc. (the "**Lender**"), by way of mortgage, charge, assignment and transfer, a security interest (the "**Security Interest**") in the undertaking of the Debtor and in all Goods (including all parts, accessories, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, and Securities now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), including without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor:
- i. All chattels and machinery of every kind, including without limiting the generality of the foregoing, furniture, goods, room furnishings, kitchen equipment, dining room furnishings, beds, televisions, choses in action, refrigerators, stoves, maintenance equipment, machinery, tools, apparatus, recreational facilities and equipment, boats, vehicles, plant and fixtures now or hereafter owned by the Debtor including those situate at the location set out in Schedule "B";
 - ii. All book accounts and book debts, rents and leases and generally all accounts, debts, dues, claims, choses in action, causes in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor ("**Debts**");
 - iii. All deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced acknowledged or made payable;
 - iv. All contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other industrial property;
 - v. All monies other than trust monies lawfully belonging to others including all income, receipts and profits of any nature or kind whatsoever now or hereafter arising in connection with the property; and
 - vi. All liquor licences.

- (b) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefore but upon the enforcement of the Security Interest the Debtor shall stand possessed of such term.
- (c) The terms "Goods", "Chattel paper", "Documents of Title", "Equipment", "Consumer Goods", "Instruments", "Intangibles", "Securities", "Proceeds", "Inventory", and "Accession" whenever used herein shall be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Ontario, as amended from time to time (herein referred to as the "**P.P.S.A.**"). Provided always that the term "Goods" when used herein shall not include "consumer goods" of the Debtor as that term is defined in the P.P.S.A. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof". The term "Proceeds" whenever used herein and interpreted as above shall by way of example include trade-ins, equipment, cash, bank accounts, notes, chattel paper, goods, contract rights, accounts and any other personal property or obligation received when such collateral or proceeds are sold, exchanged, collected or otherwise disposed of.

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Lender including without limitation, the obligations, indebtedness and liability of the Debtor to the Lender pursuant to a guarantee given by the Debtor to the Lender respecting a Charge/Mortgage given by Stateview Homes (Hampton Heights) Inc. in favour of the Lender (the "**Charge**") charging the lands described in Schedule "A" hereto (the "**Charged Premises**") and securing for principal the sum of ELEVEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$11,400,000.00)(hereinafter collectively called the "**Indebtedness**").

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

The Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) The Collateral is genuine and owned by the Debtor free of all interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "**Encumbrances**"), save for the Security Interest.
- (b) Each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by the Debtor to the Lender from time to time as owing by each Account Debtor or by all Account Debtors except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against the Debtor which can be asserted against the Lender whether in any proceeding to enforce Collateral or otherwise; and
- (c) The location specified in Schedule "B" as to business operations and records is accurate and complete and with respect to Goods constituting Collateral.

3(A) LICENCED PREMISES

- a) The Debtor does hereby covenant and agree that all existing licences, permits and authorities issued by anybody or authority having licencing jurisdiction, in connection with any business or use of any kind carried on by the Debtor, including any licences issued under the Liquor Licence Act (Ontario), shall as of and from the date hereof stand as security for and shall be held by the Lender for the benefit of the Lender as security for the observance, performance and carrying out of the terms and conditions of the within Agreement until the monies secured herein are fully paid and satisfied.
- b) The Debtor covenants and agrees that it has not and will not do or omit to do any act having the effect of terminating, canceling or preventing the renewal of existing licences, permits and authorities issued by any body or authority having licencing jurisdiction in connection with the aforementioned business or special use of any kind carried on and the Debtor does further covenant with the Lender that the Debtor shall comply with, observe, perform and carry out all of the provisions of all legislation governing and controlling and affecting the carrying on of the business or the use being carried on as well as complying, observing, performing and carrying out all the provisions of all the rules, regulations and directions required to keep the said licences, permits and authorities in full force and effect. It is acknowledged that failure to observe, perform and carry out the terms and conditions of this provision, resulting in cancellation of the licences, permits and authorities issued shall constitute default under the terms of this Security Agreement and the whole of the Indebtedness hereby secured shall, at the option of the Lender, forthwith become due and payable.
- c) The Debtor further agrees and acknowledges that, in the event of default hereunder, including the conditions contained in the within paragraph, such event shall does hereby operate to constitute the Lender as a successor and assign, subject to approval of the body or authority or board or commission having licensing jurisdiction in connection with the aforesaid business or use carried on upon the Charged Premises such approval being for all existing licenses, permits and authorities issued by the said body or authority or board or commission having such licensing jurisdiction in connection with the aforementioned business or use carried on upon the charges premises; provided however this assignment is taken only as security for the due payment of the Indebtedness and as security for the due observance, performed and carrying out of the terms and conditions hereof, and subject to the reservation that none of the rights or remedies of the Lender shall be merged or prejudiced in any way by the acceptance of this assignment as security.
- d) In the event of any proceedings being taken by the Lender by the reason of default being made in payment of the monies hereby secured, then in such event the Debtor shall be deemed to be in default hereunder and the Lender shall be entitled to exercise its rights hereunder, and to have the Lender or its nominee or assignee become holder of the above mentioned licenses, permits and authorities and to apply to the body or authority or board or commission having the necessary jurisdiction for the approval of the transfer to the Lender or his nominee or assignee of all the licenses, permits and authorities now or hereafter in existence in connection with any business or use carried on or being made of the Charged Premises.

The Debtor does hereby irrevocably constitute and appoint the Lender its attorney in the Charged Premises to do and perform all acts, matters and things necessary to effectively transfer the said licences, permits and authorities and to vest the same in the Lender or its nominees or assignees to all intents and purposes as the Debtor itself could do; it being agreed that this power of attorney is only exercisable on default by the Debtor. A statutory declaration that default has occurred hereunder, and that such default still continues, entitling the Lender to exercise its rights hereunder, shall be conclusive evidence of the Lender's rights to exercise the power of attorney hereby given.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect the Debtor covenants and agrees:

- (a) To defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein: to keep the Collateral free from all Encumbrances, except for the Security Interest and not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of the Lender; provided always that, until default the Debtor may, in the ordinary course of the Debtor's business, sell or lease Inventory and, subject to Clause 6 hereof, use monies available to the Debtor;
- (b) To notify the Lender promptly of:
 - (i) any change in the information contained herein or in the Schedules hereto relating to the Debtor, the Debtor's business or Collateral;
 - (ii) the details of any significant acquisition of Collateral;
 - (iii) the details of any claims or litigation affecting Collateral;
 - (iv) any loss or damage to Collateral;
 - (v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral; and
 - (vi) the return to or repossession by the Debtor of Collateral;
- (c) To keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;
- (d) To do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may

be reasonably requested by the Lender of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

- (e) To pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Collateral as and when the same become due and payable;
- (f) To insure the Collateral for such periods, in such amounts on such terms and against loss or damage by fire and such other risks as the Lender shall reasonably direct with loss payable to the Lender and the Debtor, as insureds, as their respective interest may appear, and to pay all premiums therefor;
- (g) To prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an Accession to other property not covered by this Security Agreement;
- (h) To carry on and conduct the business of the Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at the Lender's request so as to indicate the Security Interest;
- (i) To deliver to the Lender from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iv) all policies and certificates of insurance relating to Collateral; and
 - (v) such information concerning Collateral, the Debtor and business and affairs as the Lender may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with the Debtor's covenants herein and Clause 6 hereof, the Debtor may, until default, possess, operate, use, enjoy and deal with Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof provided always that the Lender shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Lender may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such act as the Lender may reasonably request in connection therewith and for such purpose to grant to the Lender or its agents access to all places where Collateral may be located including the premises described in Schedule "B".

6. COLLECTION OF DEBTS

Before or after default under this Security Agreement, the Lender may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to the Lender. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement shall be received and held by the Debtor in trust for the Lender and shall be turned over to the Lender upon request.

7. DISPOSITION OF MONIES

Subject to any applicable requirements of the P.P.S.A., all monies collected or received by the Lender pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as the Lender deems best or, at the option of the Lender, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability or the Debtor or the rights of the Lender hereunder, and any surplus shall be accounted for as required by law.

8. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder (hereinafter referred to as "default"):

- a) The non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of the Debtor to observe or perform any obligation, covenant, term, provision, or condition contained in this Security Agreement or any other document or agreement between the Debtor and the Lender relating to the Indebtedness;
- b) The bankruptcy or insolvency of the Debtor; the filing against the Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by the Debtor; the appointment of a receiver or trustee for the Debtor or for any assets of the Debtor or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy Act or otherwise;
- c) Abandonment of the Charged Premises by the Debtor for a period in excess of eight (8) consecutive days and which the Debtor has not rectified within ten (10) days after delivery by the Lender to the Debtor of written notice of any abandonment.

- d) Any representation or warranty made by the Debtor herein or in any document or certificate provided at any time to the Lender in connection herewith shall prove to be incorrect or misleading in any material respect;
- e) The Debtor is in default under any other agreement with the Lender;
- f) The Debtor cease or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof or makes or agrees to make an assignment, disposition or conveyance, whether by way of sale or otherwise, of its assets in bulk;
- g) The Collateral or any part thereof is seized or otherwise attached by anyone pursuant to any legal process or other means, including distress, execution or any other step or proceeding with similar effect, and the same is not released, bonded, satisfied, discharged or vacated within the shorter of a period of 15 days and 10 days less than such period as would permit such property or any part thereof to be sold pursuant thereto; or
- h) The Secured Party believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached by anyone pursuant to any legal process.

9. REMEDIES

- (a) Upon default, the Lender may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Lender or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any receiver so appointed and appoint another in his stead. Any such receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not the Lender and the Lender shall not be any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, his servants, agents or employees. Subject to the provisions of the instruments appointing him, any such receiver shall have the power to take possession of Collateral to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on the Debtor's business or otherwise, as such Receiver shall, in his discretion, determine. Except as may be otherwise directed by the Lender, all monies received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Lender. Every such Receiver may, in the discretion of the Lender, be vested with all or any of the rights and powers of the Lender.

- (b) Upon default, the Lender may, either directly or indirectly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- (c) The Lender may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, the Lender may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Lender may seem reasonable.
- (d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Debtor and the Lender and in addition to any other rights the Lender may have at law or in equity, the Lender shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that the Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Lender shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in the Lender's possession and shall not be liable or accountable for failure to do so.
- (e) The Debtor acknowledges that the Lender or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and the Debtor agrees upon request from the Lender or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- (f) The Debtor agrees to pay all costs, charges and expenses incurred by the Lender or any Receiver appointed by it, whether directly or for services rendered (including reasonable legal fees and auditors costs and other legal expenses and Receiver remuneration), in operating the Debtor's accounts, in preparing or enforcing this Security Agreement, taking custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting indebtedness and all such costs, charges and expenses, together with any monies owing as a result of any borrowing by the Lender or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.
- (g) The Lender will give the Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made, as may be required by the P.P.S.A.

10. MISCELLANEOUS

- (a) The Debtor hereby authorizes the Lender to file such financing statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral) as the Lender may deem appropriate to perfect and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest, and the Debtor hereby

irrevocably constitutes and appoints the Lender the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient.

- (b) Upon the Debtor's failure to perform any of its duties hereunder, the Lender may, but shall not be obligated to perform any or all such duties, and the Debtor shall pay to the Lender, forthwith upon written demand therefore, an amount equal to the expense incurred by the Lender in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate per annum set forth in the Charge.
- (c) The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as the Lender may see fit without prejudice to the liability of the Debtor or the Lender's right to hold and realize the Security Interest. Furthermore, the Lender may demand, collect and sue on Collateral in either the Debtor's or the Lender's name on any and all cheques, commercial paper, and any other Instrument pertaining to or constituting Collateral.
- (d) No delay or omission by the Lender in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Lender may remedy any default by the Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. All rights and remedies of the Lender granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (e) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Lender on which the Debtor is in any way liable and, subject to Clause 9(g) hereof, notice of any other action taken by the Lender.
- (f) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (g) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- (h) Subject to the requirements of Clause 9(g) and 9(e) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given only if delivered to the party for whom it is intended at the principal address of such party herein set forth or as charged pursuant hereto or if sent by prepaid registered mail addressed to the party for which it is intended at the principal address of such party herein

set forth or as changed pursuant hereto. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purpose hereof.

- (i) This Security Agreement and the security afforded hereby shall remain in full force and effect until all indebtedness contracted for or created, shall be paid in full.
- (j) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- (k) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- (l) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- (m) Nothing herein contained shall in any way obligate the Lender to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- (n) The Security Interest created hereby is intended to attach when this Security Agreement is signed by the Debtor and delivered to the Lender.

11 PAYMENT OF COSTS

The Debtor shall pay to the Lender on demand all legal fees payable on a fully indemnity basis, costs and out-of-pocket expenses incurred by any of the Lender, its agents, officers and employees with respect to:

- a) The preparation of this Security Agreement, any renewals thereof and related security documents (the "Security Documents") and any other documents, and instruments required pursuant hereto or thereto and any costs associated with realization under this Security Agreement or the Security Documents;
- b) The Lender obtaining advice as to its rights and responsibilities under this Security Agreement or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
- c) The exercise of any or all of the rights, remedies and powers of the Lender under this Security Agreement of any of the instruments and documents comprising the Security Documents or relating

thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;

- d) Any or all of the taking of, recovering of possession of any assets or property of the Debtor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Security Agreement or in any instrument or document comprising the Security Documents or relating hereto or any proceedings otherwise taken in relation to any assets or property of the Debtor or subject to the security given by the Debtor to the Lender, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Debtor hereunder; and
- e) Any appraisals, environmental reports, engineering reports, cost consultants reports, or any other reports obtained at any time by the Lender relating to the Collateral;

In the event the Debtor fails to pay any such legal fees, costs and expenses to the Lender forthwith upon demand by the Lender, then the amount of such unpaid legal fees, costs and expenses shall be added to the indebtedness secured hereunder and shall bear interest at the rate herein set fourth.

12. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Security Agreement.

This Security Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

The execution and delivery of this Security Agreement by facsimile transmission or electronic mail (including DocuSign) shall be as effective and binding on the undersigned hereto as if this Security Agreement were executed and delivered in the original.

SIGNATURE(S) TO APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF the Debtor has executed this Security Agreement under the hand of its authorized signing officers as of this _____ day of December, 2022.

STATEVIEW CONSTRUCTION LTD.

DocuSigned by:

Per: _____
2280918828399415...
Name: Daniel Ciccone
Title: Treasurer

I have authority to bind the corporation.

TAURA DEVELOPMENTS INC.

DocuSigned by:

Per: _____
256001A003804D3
Name: Dino Taurasi
Title: President

I have authority to bind the corporation.

SCHEDULE "A"

[legal description]

Firstly: PIN No. 58763-1783 (LT)-PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642 and municipally known as 39 Auburn Court, Barrie

PIN No. 58763-1780 (LT)-PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642 and municipally known as 39 Auburn Court, Barrie

Secondly: PIN No. 58763-1788 (LT)- BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1789 (LT)-BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1790 (LT)-BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1791 (LT)- BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

and municipally known as 2, 4, 6, and 8 Teck Road, Barrie, Ontario

(collectively, the "Property")

SCHEDULE "B"

[location]

39 Auburn Court, Barrie,

2, 4, 6, and 8 Teck Road, Barrie, Ontario

410 Chrislea Road, Suite 16, Woodbridge, ON L4L 8B5

This is Exhibit "C" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

PROPERTY DESCRIPTION: BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PROPERTY REMARKS: 'FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TILE IS 2018/10/02'.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: SUBDIVISION FROM 58763-1681

PIN CREATION DATE: 2022/10/14

OWNERS' NAMES
STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
SC515927	2007/01/26	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF BARRIE	3590 PETER LIMITED KIERLAND DEVELOPMENTS INC. GRAIHAWK ESTATES INC.	C
SC519803	2007/02/12	APL ANNEX REST COV		3590 PETER LIMITED GRAIHAWK ESTATES INC. KIERLAND DEVELOPMENTS INC.		C
SC524652	2007/03/01	APL ANNEX REST COV		3590 PETER LIMITED GRAIHAWK ESTATES INC. KIERLAND DEVELOPMENTS INC.		C
		<i>REMARKS: NO EXPIRY</i>				
SC1394266	2017/03/16	BYLAW		THE CORPORATION OF THE CITY OF BARRIE		C
		<i>REMARKS: BY-LAW 2017-013 A BY-LAW OF THE CORPORATION OF THE CITY OF BARRIE TO PERMANENTLY CLOSE THE SOIL AND FREEHOLD DESCRIBED AS TECK ROAD (NOT TRAVELLED), PLAN 51M867, CITY OF BARRIE</i>				
SC1843162	2021/11/12	TRANSFER EASEMENT	\$2	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	ENBRIDGE GAS INC.	C
51M1229	2022/09/16	PLAN SUBDIVISION				C
SC1930903	2022/09/16	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF BARRIE	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	C
SC1930904	2022/09/16	POSTPONEMENT		MCO MANAGEMENT INC.	THE CORPORATION OF THE CITY OF BARRIE	C
		<i>REMARKS: SC1922722 TO SC1930903</i>				
51R43701	2022/09/27	PLAN REFERENCE				C
SC1953024	2022/12/16	CHARGE	\$11,400,000	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
SC1953025	2022/12/16	NO ASSGN RENT GEN		STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
		<i>REMARKS: SC1953024</i>				

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.

LAND
 REGISTRY
 OFFICE #51

58763-1790 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC1953026	2022/12/16	CHARGE	\$3,000,000	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	MCO MANAGEMENT INC. KARAMITSOS, TONY	C
SC1953057	2022/12/19	NOTICE	\$2	MCO MANAGEMENT INC. KARAMITSOS, TONY	FIRM CAPITAL MORTGAGE FUND INC.	C
		REMARKS: SC1953024				
SC1976790	2023/05/01	CONSTRUCTION LIEN	\$530,735	1890292 ONTARIO INC.		
SC1978042	2023/05/05	CONSTRUCTION LIEN	\$50,000	PRO STAR EXCAVATING & GRADING LTD		
SC1978274	2023/05/08	CONSTRUCTION LIEN	\$506,325	TAMARACK LUMBER INC.		
SC1978368	2023/05/09	CONSTRUCTION LIEN	\$5,564	SUNBELT RENTALS OF CANADA INC.		
SC1978741	2023/05/10	CONSTRUCTION LIEN	\$96,421	WOODBIDGE STONESLINGER (1994) LIMITED		
SC1979054	2023/05/11	CONSTRUCTION LIEN	\$50,701	STARDRAIN & CONCRETE INC.		

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

PROPERTY DESCRIPTION: PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642; CITY OF BARRIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
DIVISION FROM 58763-1685

PIN CREATION DATE:
2021/01/24

OWNERS' NAMES
STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
51M867	2007/01/26	PLAN SUBDIVISION				C
SC515927	2007/01/26	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF BARRIE	3590 PETER LIMITED KIERLAND DEVELOPMENTS INC. GRAIHAWK ESTATES INC.	C
SC524652	2007/03/01	APL ANNEX REST COV		3590 PETER LIMITED GRAIHAWK ESTATES INC. KIERLAND DEVELOPMENTS INC.		C
		<i>REMARKS: NO EXPIRY</i>				
SC1421924	2017/06/20	TRANSFER	\$76,400	GRAIHAWK ESTATES INC.	1862145 ONTARIO INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
SC1512005	2018/05/23	APL CH NAME OWNER		1862145 ONTARIO INC.	WYNSTAR DEVELOPMENTS INC.	C
SC1520293	2018/06/27	BYLAW		THE CORPORATION OF THE CITY OF BARRIE		C
		<i>REMARKS: BY-LAW NUMBER 2018-094</i>				
51R42642	2020/09/30	PLAN REFERENCE				C
SC1813596	2021/08/11	TRANSFER	\$290,000	WYNSTAR DEVELOPMENTS INC.	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
SC1953024	2022/12/16	CHARGE	\$11,400,000	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
SC1953025	2022/12/16	NO ASSGN RENT GEN		STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
		<i>REMARKS: SC1953024</i>				
SC1953026	2022/12/16	CHARGE	\$3,000,000	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	MCO MANAGEMENT INC. KARAMITSOS, TONY	C

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC1953057	2022/12/19	NOTICE	\$2	MCO MANAGEMENT INC. KARAMITSOS, TONY	FIRM CAPITAL MORTGAGE FUND INC.	C
	REMARKS: SC1953024					
SC1976790	2023/05/01	CONSTRUCTION LIEN	\$530,735	1890292 ONTARIO INC.		
SC1978047	2023/05/05	CONSTRUCTION LIEN	\$6,404	PRO STAR EXCAVATING & GRADING LTD.		
SC1978274	2023/05/08	CONSTRUCTION LIEN	\$506,325	TAMARACK LUMBER INC.		
SC1978741	2023/05/10	CONSTRUCTION LIEN	\$96,421	WOODBIDGE STONESLINGER (1994) LIMITED		
SC1979054	2023/05/11	CONSTRUCTION LIEN	\$50,701	STARDRAIN & CONCRETE INC.		

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

PROPERTY DESCRIPTION: PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642; CITY OF BARRIE

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT SC1719303.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 58763-1776

PIN CREATION DATE:
2021/01/24

OWNERS' NAMES
STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2002/01/28 **						
51R42642	2020/09/30	PLAN REFERENCE				C
SC1813596	2021/08/11	TRANSFER	\$290,000	WYNSTAR DEVELOPMENTS INC.	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
SC1953024	2022/12/16	CHARGE	\$11,400,000	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
SC1953025	2022/12/16	NO ASSGN RENT GEN		STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
REMARKS: SC1953024						
SC1953026	2022/12/16	CHARGE	\$3,000,000	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	MCO MANAGEMENT INC. KARAMITSOS, TONY	C
SC1953057	2022/12/19	NOTICE	\$2	MCO MANAGEMENT INC. KARAMITSOS, TONY	FIRM CAPITAL MORTGAGE FUND INC.	C
REMARKS: SC1953024						
SC1976790	2023/05/01	CONSTRUCTION LIEN	\$530,735	1890292 ONTARIO INC.		

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

PROPERTY DESCRIPTION: BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PROPERTY REMARKS: 'FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TILE IS 2018/10/02'.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: SUBDIVISION FROM 58763-1681

PIN CREATION DATE: 2022/10/14

OWNERS' NAMES STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
SC515927	2007/01/26	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF BARRIE	3590 PETER LIMITED KIERLAND DEVELOPMENTS INC. GRAIHAWK ESTATES INC.	C
SC519803	2007/02/12	APL ANNEX REST COV		3590 PETER LIMITED GRAIHAWK ESTATES INC. KIERLAND DEVELOPMENTS INC.		C
SC524652	2007/03/01	APL ANNEX REST COV		3590 PETER LIMITED GRAIHAWK ESTATES INC. KIERLAND DEVELOPMENTS INC.		C
		<i>REMARKS: NO EXPIRY</i>				
SC1394266	2017/03/16	BYLAW		THE CORPORATION OF THE CITY OF BARRIE		C
		<i>REMARKS: BY-LAW 2017-013 A BY-LAW OF THE CORPORATION OF THE CITY OF BARRIE TO PERMANENTLY CLOSE THE SOIL AND FREEHOLD DESCRIBED AS TECK ROAD (NOT TRAVELLED), PLAN 51M867, CITY OF BARRIE</i>				
SC1843162	2021/11/12	TRANSFER EASEMENT	\$2	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	ENBRIDGE GAS INC.	C
51M1229	2022/09/16	PLAN SUBDIVISION				C
SC1930903	2022/09/16	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF BARRIE	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	C
SC1930904	2022/09/16	POSTPONEMENT		MCO MANAGEMENT INC.	THE CORPORATION OF THE CITY OF BARRIE	C
		<i>REMARKS: SC1922722 TO SC1930903</i>				
51R43701	2022/09/27	PLAN REFERENCE				C
SC1953024	2022/12/16	CHARGE	\$11,400,000	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
SC1953025	2022/12/16	NO ASSGN RENT GEN		STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
		<i>REMARKS: SC1953024</i>				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC1953026	2022/12/16	CHARGE	\$3,000,000	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	MCO MANAGEMENT INC. KARAMITSOS, TONY	C
SC1953057	2022/12/19	NOTICE	\$2	MCO MANAGEMENT INC. KARAMITSOS, TONY	FIRM CAPITAL MORTGAGE FUND INC.	C
		REMARKS: SC1953024				
SC1976790	2023/05/01	CONSTRUCTION LIEN	\$530,735	1890292 ONTARIO INC.		

PROPERTY DESCRIPTION: BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PROPERTY REMARKS: 'FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TILE IS 2018/10/02'.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: SUBDIVISION FROM 58763-1681

PIN CREATION DATE: 2022/10/14

OWNERS' NAMES STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
SC515927	2007/01/26	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF BARRIE	3590 PETER LIMITED KIERLAND DEVELOPMENTS INC. GRAIHAWK ESTATES INC.	C
SC519803	2007/02/12	APL ANNEX REST COV		3590 PETER LIMITED GRAIHAWK ESTATES INC. KIERLAND DEVELOPMENTS INC.		C
SC524652	2007/03/01	APL ANNEX REST COV		3590 PETER LIMITED GRAIHAWK ESTATES INC. KIERLAND DEVELOPMENTS INC.		C
		<i>REMARKS: NO EXPIRY</i>				
SC1394266	2017/03/16	BYLAW		THE CORPORATION OF THE CITY OF BARRIE		C
		<i>REMARKS: BY-LAW 2017-013 A BY-LAW OF THE CORPORATION OF THE CITY OF BARRIE TO PERMANENTLY CLOSE THE SOIL AND FREEHOLD DESCRIBED AS TECK ROAD (NOT TRAVELLED), PLAN 51M867, CITY OF BARRIE</i>				
SC1843162	2021/11/12	TRANSFER EASEMENT	\$2	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	ENBRIDGE GAS INC.	C
51M1229	2022/09/16	PLAN SUBDIVISION				C
SC1930903	2022/09/16	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF BARRIE	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	C
SC1930904	2022/09/16	POSTPONEMENT		MCO MANAGEMENT INC.	THE CORPORATION OF THE CITY OF BARRIE	C
		<i>REMARKS: SC1922722 TO SC1930903</i>				
51R43701	2022/09/27	PLAN REFERENCE				C
SC1953024	2022/12/16	CHARGE	\$11,400,000	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
SC1953025	2022/12/16	NO ASSGN RENT GEN		STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
		<i>REMARKS: SC1953024</i>				

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58763-1789 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC1953026	2022/12/16	CHARGE	\$3,000,000	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	MCO MANAGEMENT INC. KARAMITSOS, TONY	C
SC1953057	2022/12/19	NOTICE	\$2	MCO MANAGEMENT INC. KARAMITSOS, TONY	FIRM CAPITAL MORTGAGE FUND INC.	C
		REMARKS: SC1953024				
SC1976790	2023/05/01	CONSTRUCTION LIEN	\$530,735	1890292 ONTARIO INC.		

PROPERTY DESCRIPTION: BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PROPERTY REMARKS: 'FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TILE IS 2018/10/02'.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: SUBDIVISION FROM 58763-1681

PIN CREATION DATE: 2022/10/14

OWNERS' NAMES STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
SC515927	2007/01/26	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF BARRIE	3590 PETER LIMITED KIERLAND DEVELOPMENTS INC. GRAIHAWK ESTATES INC.	C
SC519803	2007/02/12	APL ANNEX REST COV		3590 PETER LIMITED GRAIHAWK ESTATES INC. KIERLAND DEVELOPMENTS INC.		C
SC524652	2007/03/01	APL ANNEX REST COV		3590 PETER LIMITED GRAIHAWK ESTATES INC. KIERLAND DEVELOPMENTS INC.		C
		<i>REMARKS: NO EXPIRY</i>				
SC1394266	2017/03/16	BYLAW		THE CORPORATION OF THE CITY OF BARRIE		C
		<i>REMARKS: BY-LAW 2017-013 A BY-LAW OF THE CORPORATION OF THE CITY OF BARRIE TO PERMANENTLY CLOSE THE SOIL AND FREEHOLD DESCRIBED AS TECK ROAD (NOT TRAVELLED), PLAN 51M867, CITY OF BARRIE</i>				
SC1843162	2021/11/12	TRANSFER EASEMENT	\$2	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	ENBRIDGE GAS INC.	C
51M1229	2022/09/16	PLAN SUBDIVISION				C
SC1930903	2022/09/16	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF BARRIE	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	C
SC1930904	2022/09/16	POSTPONEMENT		MCO MANAGEMENT INC.	THE CORPORATION OF THE CITY OF BARRIE	C
		<i>REMARKS: SC1922722 TO SC1930903</i>				
51R43701	2022/09/27	PLAN REFERENCE				C
SC1953024	2022/12/16	CHARGE	\$11,400,000	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
SC1953025	2022/12/16	NO ASSGN RENT GEN		STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
		<i>REMARKS: SC1953024</i>				

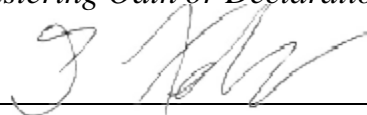
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58763-1791 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC1953026	2022/12/16	CHARGE	\$3,000,000	STATEVIEW HOMES (HAMPTON HEIGHTS) INC.	MCO MANAGEMENT INC. KARAMITSOS, TONY	C
SC1953057	2022/12/19	NOTICE	\$2	MCO MANAGEMENT INC. KARAMITSOS, TONY	FIRM CAPITAL MORTGAGE FUND INC.	C
		REMARKS: SC1953024				
SC1976790	2023/05/01	CONSTRUCTION LIEN	\$530,735	1890292 ONTARIO INC.		

This is Exhibit "D" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

SUBORDINATION AND STANDSTILL AGREEMENT

THIS AGREEMENT is made as of the 16th day of December, 2022.

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.
(the "**Prior Mortgagee**")

- and -

MCO MANAGEMENT INC. and KARAMITSOS, TONY
(the "**Subsequent Mortgagee**")

- and -

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
(the "**Mortgagor**")

WHEREAS:

- A.** The Mortgagor is the registered owner of the real property of the lands and premises legally described in Schedule "A" attached (collectively the "**Property**");
- B.** Pursuant to the terms of the Mortgage Loan Commitment between the Mortgagor, and Stateview Homes (Hampton Heights) Inc. and Firm Capital Corporation (the "**Lender**") dated November 11, 2022 as thereafter amended from time to time (collectively the "**Commitment Letter**"), the Lender agreed to provide the Mortgagor with a loan in the amount of **ELEVEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$11,400,000.00)** (the "**Loan**");
- C.** The Commitment Letter has been assigned by the Lender to the Prior Mortgagee in accordance with the provisions thereof;
- D.** As security for the debts, liabilities, obligations and Indebtedness (as defined in the Mortgage) of the Mortgagor to the Prior Mortgagee pursuant to the Commitment Letter, including without limitation all protective advances made thereunder and all reasonable costs and expenses relating to any enforcement of the Loan (collectively the "**Prior Mortgage Indebtedness**"), the Mortgagor has agreed to provide the Prior Mortgagee with various security documents securing the Prior Mortgage Indebtedness including, without limitation, a charge/mortgage of land in the amount of \$11,400,000.00 (the "**Mortgage**"), a general assignment of rents and leases, which charge/mortgage and general assignment of rents and lease are to be registered on title to the Property (as set out in Schedule "B" attached hereto) and a general security interest against all of the personal property and assets of the Mortgagor pursuant to the provisions of the Personal Property Security Act, Ontario (all of the aforementioned security, together with any security granted to the Prior Mortgagee by any guarantors or indemnitors of the Loan shall hereinafter be collectively referred to herein as the "**Prior Mortgage Security**");
- E.** The Subsequent Mortgagee has agreed to provide the Mortgagor with a loan in the amount of **Three Million Dollars (\$3,000,000.00)** ;
- F.** As security for the debts, liabilities and obligations of the Mortgagor to the Subsequent Mortgagee (the "**Subsequent Mortgage Indebtedness**"), the Mortgagor has agreed to provide the Subsequent Mortgagee with various security documents for the same including, without limitation, a charge/mortgage of land in the amount of \$3,000,000.00, to be registered on title to the Property (as set out in Schedule "C" hereto), and security granted against the personal property and assets of the Mortgagor pursuant to the provisions of the Personal Property Security Act, Ontario (all of the aforementioned security, together with any security granted to the Subsequent Mortgagee by any guarantors or indemnitors of the Loan between the Mortgagor and the Prior Mortgagee shall hereinafter be collectively referred to herein as the "**Subsequent Mortgage Security**");
- G.** The Subsequent Mortgagee acknowledges the priority of the Prior Mortgage Indebtedness to the Subsequent Mortgage Indebtedness and has agreed to postpone

all of the Subsequent Mortgage Security to the Prior Mortgage Security on the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of the sum of \$2.00 paid by each of the parties hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), it is hereby declared and agreed as follows:

1. The Subsequent Mortgagee represents and warrants to the Prior Mortgagee that (i) the Subsequent Mortgage Indebtedness and the Subsequent Mortgage Security are in good standing and neither the Mortgagor nor any other person is in default thereunder, (ii) the Subsequent Mortgagee holds no security of any kind against the Property or the Mortgagor other than the Subsequent Mortgage Security, (iii) the Subsequent Mortgagee is the registered and beneficial owner of the Subsequent Mortgage Security and has full power, authority and legal right to enter into this Agreement, (iv) the total principal amount owing to the Subsequent Mortgagee under the Subsequent Mortgage Indebtedness as of the date hereof is not greater than \$3,000,000.00, which amount shall be the maximum debt between the Mortgagor and the Subsequent Mortgagee, and which amount shall not be increased without the consent of the Prior Mortgagee acting in its sole and unfettered discretion, and (v) the Subsequent Mortgage Indebtedness bears interest, and is due and payable to the Subsequent Mortgagee in the manner specified in the Subsequent Mortgage Security. Upon request by the Prior Mortgagee from time to time, the Subsequent Mortgagee shall provide to the requesting party copies of the Subsequent Mortgage Security and/or a statement of the Subsequent Mortgage Indebtedness then outstanding.
2. The Prior Mortgage Security shall have and be entitled to priority over the Subsequent Mortgage Security in all respects and any mortgage, pledge, charge, assignment and any other security interest created by or pursuant to or granted for the obligations secured by the Subsequent Mortgage Security to the full extent of the Prior Mortgage Indebtedness from time to time, and the Subsequent Mortgage Security shall in all respects rank subordinate and junior to the Prior Mortgage Security. This priority shall be effective in all events and in all circumstances. Without limiting the generality of the foregoing, this priority shall be effective notwithstanding:
 - (a) the respective dates of execution, delivery, attachment, registration, filing, perfection or enforcement of the Prior Mortgage Security and the Subsequent Mortgage Security;
 - (b) the respective dates of any advances secured by the Prior Mortgage Security or the Subsequent Mortgage Security;
 - (c) the respective dates of default under the Prior Mortgage Security or the Subsequent Mortgage Security;
 - (d) any priority to which the Subsequent Mortgage Security may otherwise be entitled by reason of the giving or failure to give any notice of the acquisition of any charge, lien or security interest, by reason of the failure to register or to register any renewal or by reason of any defect in any item constituting the Prior Mortgage Security;
 - (e) the provisions of the instruments creating the Prior Mortgage Security and the Subsequent Mortgage Security; and
 - (f) any modification, extension, renewal, replacement, supplement or restatement of the Prior Mortgage Security or the Prior Mortgage Indebtedness.
3.
 - (a) The Subsequent Mortgagee hereby irrevocably and unconditionally postpones and subordinates the Subsequent Mortgage Indebtedness and the Subsequent Mortgage Security to the Prior Mortgage Indebtedness and the Prior Mortgage Security, and the Subsequent Mortgagee hereby acknowledges and agrees that notwithstanding that the money or monies worth of the Prior Mortgage Indebtedness or that some part of the Prior Mortgage Indebtedness has not been advanced as of the time of creation or registration of the Subsequent Mortgage Security, the Prior Mortgage Security shall constitute a security interest, encumbrance and charge upon the Property in priority to the Subsequent Mortgage Security to the full extent of the Prior Mortgage Indebtedness.
 - (b) The Subsequent Mortgagee hereby releases to the Prior Mortgagee, to the extent required to give effect to the subordinations and postponements and priorities as

aforesaid, all the rights in and to the Property now or hereafter existing in favour of the Subsequent Mortgagee under and by virtue of the Subsequent Mortgage Security.

- (c) The Mortgagor hereby acknowledges the subordination of the priority of the Subsequent Mortgage Security to the Prior Mortgage Security to the same effect as if all monies secured or intended to be secured by the Prior Mortgage Security were advanced prior to the creation and registration of the Subsequent Mortgage Security and the advance of any monies secured by the Subsequent Mortgage Security as have been or will be advanced, and the Mortgagor expressly agrees to execute any instruments giving effect to such subordination and postponement as may be required by the Prior Mortgagee from time to time for such purpose.
4. The Subsequent Mortgagee covenants and agrees to deliver to the Prior Mortgagee, at the same time as the same is delivered to the Mortgagor, any notice alleging any default by the Mortgagor pursuant to the Subsequent Mortgage Security or otherwise in relation to the Subsequent Mortgage Indebtedness.
 5. **Payments.** The Subsequent Mortgagee agrees after an event of default under the Prior Mortgage Security and/or the Subsequent Mortgage Security that (i) no rents, revenue, income, cash flow, insurance proceeds, and any other proceeds arising from or relating to the Property including, without limitation, any funds that have been advanced by the Prior Mortgagee under the Mortgage (collectively, the "**Property Cash Flow**") shall be applied to any payment on account of the Subsequent Mortgage Indebtedness until the **Prior Mortgage Indebtedness** is paid in full, and (ii) it shall not accept any payment on account of the Subsequent Mortgage Indebtedness from the Property Cash Flow and if any such payments are received, the Subsequent Mortgagee shall immediately pay such amount to the Prior Mortgagee without deduction. All monies received by the Prior Mortgagee on account of the **Prior Mortgage Indebtedness** including without limitation sale, refinancing, occupancy fees, insurance, expropriation and condemnation proceeds relating to the Property shall be dealt with and applied, whether before or after any default under or in respect of the **Prior Mortgage Indebtedness** or the Subsequent Mortgage Indebtedness, to any part of the **Prior Mortgage Indebtedness** as the Prior Mortgagee, in its sole, unfettered and subjective discretion, may determine notwithstanding any provision to the contrary in the Subsequent Mortgage Security . If any payments, from the Property Cash Flow, are made to or received by the Subsequent Mortgagee in contravention of this Agreement, the Subsequent Mortgagee shall hold such payments in trust for the Prior Mortgagee and shall forthwith pay such payments to the Prior Mortgagee for application to the payment of the **Prior Mortgage Indebtedness**. The Subsequent Mortgagee hereby agrees that if all or any part of any payment made on account of the **Prior Mortgage Indebtedness** is recovered from the Prior Mortgagee as a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or other law, any payment or distribution received by the Subsequent Mortgagee on the Subsequent Mortgage Indebtedness, will be deemed to have been received by it in trust for the Prior Mortgagee and will promptly be paid over to the Prior Mortgagee until the **Prior Mortgage Indebtedness** is indefeasibly paid and satisfied in full. For clarity purposes, and notwithstanding anything contained to the contrary in this section, it is hereby agreed that the Subsequent Mortgagee may accept payments on account of principal, interest and costs after an event of default provided that the same is not from the Property Cash Flow.
 6. The Subsequent Mortgagee confirms that the outstanding principal balance on the Subsequent Mortgage is not greater than \$3,000,000.00 and that it shall not make any further principal advances under the Subsequent Mortgage, without the prior written consent of the Prior Mortgagee (which consent shall not be unreasonably withheld). To the extent that any principal advances are hereinafter made under the Subsequent Mortgage Security, then, such funds shall be held in trust by the Subsequent Mortgagee, on account of the Prior Mortgage Indebtedness, and, until directed otherwise in writing by the Prior Mortgagee, shall be paid by the Subsequent Mortgagee to the Prior Mortgagee on account of the Prior Mortgage Indebtedness.
 7. The Subsequent Mortgagee covenants and agrees not to amend, extend or otherwise alter or permit to be amended, extended or altered the Subsequent Mortgage Security, without in each case the prior written consent of the Prior Mortgagee, which consent shall not be unreasonably withheld.
 8. The Subsequent Mortgagee and the Mortgagor acknowledge and agree that should default be made in the observance or performance of any of the covenants, provisos, agreements or conditions contained in any of the security forming part of the Subsequent Mortgage

Security, such default shall constitute an event of default under the Prior Mortgage Security, provided, however, that the Prior Mortgagee shall not be obligated to take any action or exercise any remedy or power to enforce the Prior Mortgage Security as a result of such default without prejudice to its rights under or pursuant to the Prior Mortgage Security.

9. The Subsequent Mortgagee covenants and agrees with the Prior Mortgagee that the Subsequent Mortgagee shall not assert, enforce or exercise any right or remedy, contractual or otherwise, against all or any part of the Property or any other property or assets of the Mortgagor, or against the Mortgagor, any beneficial owner of the Property or any guarantors of the Prior Mortgage Indebtedness and/or the Subsequent Mortgage Indebtedness and it shall not take any steps whatsoever to enforce the Subsequent Mortgage Security, including, without limitation, making demand, commencing an action or any proceedings, giving any notice of intention to enforce security, commencement of bankruptcy proceedings, foreclosure, sale, power of sale, taking of possession, attornment of rents, appointing or making an application to a court for an order appointing an agent or a receiver or receiver and manager of some or all of the Property or by any other means of enforcement, unless, prior to the taking of such steps, (i) there is a default under the Subsequent Mortgage; (ii) the Subsequent Mortgagee has given the Prior Mortgagee written notice of such default; and (iii) a minimum period of ninety (90) days has elapsed since the Subsequent Mortgagee's giving of written notice of the default to the Prior Mortgagee. The Subsequent Mortgagee and the Mortgagor further covenant and agree with the Prior Mortgagee that they shall not challenge, contest or bring into question the validity, priority or perfection of the Prior Mortgage Security or any enforcement action taken by the Prior Mortgagee or any servicer or agent under or in respect of the Prior Mortgage Indebtedness or the Prior Mortgage Security against the Mortgagor or against all or any part of the Property.
10. This Agreement shall remain in full force and effect without regard to, and the obligations of the Subsequent Mortgagee hereunder shall not be affected or impaired by:
 - (a) any exercise or non-exercise by the Prior Mortgagee of any right, remedy, power or privilege in the Prior Mortgage Security, the Commitment Letter, or in any other security held by the Prior Mortgagee;
 - (b) any waiver, consent, extension, indulgence or other action, inaction or omission by the Prior Mortgagee under or in respect of this Agreement, the Commitment Letter or the Prior Mortgage Security or any other security held by the Prior Mortgagee;
 - (c) any default by the Mortgagor or any invalidity or unenforceability of, or any limitation on the liability of the Mortgagor or any other person, or any irregularity or other defect in the Commitment Letter or the Prior Mortgage Security or any other security held by the Prior Mortgagee; and
 - (d) any insolvency, bankruptcy, liquidation, reorganization, arrangement, winding-up, dissolution or similar proceeding involving or affecting the Subsequent Mortgagee, the Mortgagor or any other person.
11. The Mortgagor and the Subsequent Mortgagee shall forthwith, and from time to time, execute and do all deeds, documents and things which may be necessary or advisable to give full effect to the subordination of the Subsequent Mortgage Indebtedness and the Subsequent Mortgage Security and the rights and remedies of the Subsequent Mortgagee thereunder to the Prior Mortgage Indebtedness and the Prior Mortgage Security and the rights and remedies of the Prior Mortgagee thereunder in accordance with the intent of this Agreement. Without limiting the generality of the foregoing, the Subsequent Mortgagee shall, upon the written request of the Prior Mortgagee, execute such documentation for registration on title to the Property as may hereinafter be required by the Prior Mortgagee for the purpose of discharging and reregistering the Prior Mortgage Security and the Subsequent Mortgage Security as blanket security against the Property and all other assets of the Mortgagor in the priorities contemplated under this Agreement.
12. The Mortgagor consents and agrees to be bound by the provisions of this Agreement. The Mortgagor agrees that the provisions of this Agreement shall be for the sole benefit of the Prior Mortgagee and that nothing herein shall grant any right or benefit to the Mortgagor or otherwise amend, restrict, limit or otherwise affect any of the rights and remedies of any mortgagee or any additional covenantors against the Mortgagor or any other person under its security or applicable laws.

13. Any notice, demand, request, consent, agreement or approval (a “Notice”) which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered personally upon the party for whom it is intended, or transmitted by electronic or facsimile transmission, or (except in the case of an actual or pending disruption of postal service) mailed by registered mail, and in the case of:

- (a) the Prior Mortgagee, addressed as follows:

163 Cartwright Avenue

Toronto, Ontario

M6A 1V5

Attention: Jonathan Mair

E-mail Address: jmair@firme-capital.com Facsimile
Number: (416) 635-1713

- (b) the Subsequent Mortgagee, addressed as follows:

MCO MANAGEMENT INC.

8920 Woodbine Ave., Suite 400

Markham, ON L3R 9W9

And

KARAMITSOS, TONY

44 Upjohn Road

Toronto, ON M3B 2W1

E-mail Address:

Facsimile Number:

- (c) the Mortgagor, addressed as follows:

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Attention: Daniel Ciccone

E-mail Address: daniel@stateviewhomes.com

Facsimile Number: (905) 851-1841

Any such Notice, (i) if delivered personally, shall be deemed to be delivered on the date of delivery thereof, (ii) if transmitted by electronic or facsimile transmission prior to 5:00 p.m. on any Business Day shall be deemed to have been delivered on the date of transmission and if delivered by electronic or facsimile transmission after 5:00 p.m. on any Business Day shall be deemed to have been delivered on the next following Business Day or (iii) if mailed as aforesaid, the fourth (4th) Business Day following the date of mailing. For the purposes hereof, personal delivery, including delivery by way of a courier service, shall be made by delivery to an officer, director or responsible employee of the party for whom it is intended at its address set out above. If on the date of mailing or on or before such fourth (4th) Business Day thereafter there is a general interruption in the operation of postal service in Canada, Notices shall be delivered personally or by electronic or facsimile transmission. Each party may, from time to time, change its address or stipulate an address different from the address set out above by giving Notice thereof to each other party in the manner provided in this Section 13. For purposes hereof, “Business Day” means a day, excluding Saturday and Sunday, on which banks are open for commercial business in Toronto, Ontario.

14. The Subsequent Mortgagee hereby confirms and agrees that, the Subsequent Mortgage shall, at any time or times (including without limitation any period of default under the

Subsequent Mortgage), upon the request of the Prior Mortgagee, execute and deliver to the Prior Mortgagee, without delay and without any payment therefor, all plans documentation, and other materials necessary to enable the Mortgagor (and, where applicable, the Prior Mortgagee) to complete the development of the Property, including without limitation the execution and delivery of the following in respect to the Subsequent Mortgage Security:

- (i) such partial discharges and/or other assurances as may be required in order to convey to any governmental authority any lands as required for municipal or governmental, including, without limiting the generality of the foregoing, such lands as may be required for public purposes such as roads, road widenings, walkways, and one foot reserves;
 - (ii) such consents and postponements as may be required for the creation of easements for utilities or municipal purposes, or for easements and rights of way between the Property and any adjoining properties;
 - (iii) such consents and postponements as may be required in order to register any Plan of Condominium, Plan of Subdivision, or Reference Plan of the Property or any part thereof;
 - (iv) engineering, financial, site plan, development, section 37, condominium and/or subdivision agreements required by the Property;
 - (v) any consent or consents required to be executed in order to have the Property or any part thereof re zoned or divided; and
 - (vi) such consents as may be required by the Mortgagor for the purpose of enabling the Lands to be brought forward into Land Titles Absolute or Absolute Plus as governed by the *Land Titles Act* (Ontario).
15. In the event that the Subsequent Mortgagee fails to provide any of the partial discharges and/or other documentation and materials required under Section 14. of this Agreement, forthwith upon the request of the Prior Mortgagee, then the Prior Mortgagee, in addition to any of its other rights and remedies, shall have the right from time to time to apply (at the sole cost and expense of the Subsequent Mortgagee) for a court order authorizing the execution of such documentation and materials and/or the registration of such partial discharges for the Subsequent Mortgage Security as may be required by the Prior Mortgagee to satisfy the outstanding obligations of the Subsequent Mortgagee pursuant to this Agreement. In furtherance of the foregoing, the Subsequent Mortgagee acknowledges and agrees that right of the Prior Mortgagee to compensation in damages for any default by the Subsequent Mortgagee of its obligations pursuant to Section 14. of this Agreement is not a complete and sufficient remedy to the Prior Mortgagee for such default and that court relief as aforesaid may also be required.
16. To the extent that there is any Prior Encumbrance registered against title to the Property, then the Subsequent Mortgagee agrees that, during the term of this Agreement, the Prior Mortgagee shall have the exclusive right to cure any default arising in respect to any such Prior Encumbrance without interference from the Subsequent Mortgagee. To the extent that the Prior Mortgagee obtains a transfer or assignment of any Prior Encumbrance in its favour, then such Prior Encumbrance shall be deemed to form part of the Prior Mortgage Security and the provisions of this Agreement shall hereinafter apply thereto *mutatis mutandis*.
17. This Agreement is binding upon the Subsequent Mortgagee, the Prior Mortgagee and the Mortgagor and their respective successors and permitted assigns and shall enure to the benefit of the Prior Mortgagee and its successors and assigns.
18. The Subsequent Mortgagee agrees that it shall not sell, transfer, assign or otherwise dispose of any interest in the Subsequent Mortgage Indebtedness or the Subsequent Mortgage Security unless concurrently with any such sale, transfer, assignment or other disposition, the Subsequent Mortgagee shall cause each assignee to enter into a subordination and standstill agreement with the Prior Mortgagee on the same terms and conditions as this Agreement.
19. The Subsequent Mortgagee confirms that it has the exclusive irrevocable power and authority to enter into the within Agreement on behalf of all parties having an interest in the Subsequent Mortgage Security and that the execution of this Agreement by the Subsequent Mortgagee constitutes a valid, legal and binding obligation of all parties having

an interest therein to the provisions of this Agreement, enforceable against such parties in accordance with the terms hereof.

20. The Prior Mortgagee agrees that it shall not increase the original principal amount of its Loan or increase the interest rate set out therein beyond the principal amount and interest rate set out in the draft mortgage attached hereto as Schedule "B", without obtaining a revised postponement agreement from the Subsequent Mortgagee.
21. To the extent that any of the Prior Mortgage Security or Subsequent Mortgage Security has not been registered on title to the Property prior to the date of execution of this Agreement, the parties hereto irrevocably authorize and direct the Prior Mortgagee to append the same, from time to time as schedules to this Agreement, whereupon the same shall be deemed to be incorporated and form part of this Agreement.
22. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
23. This Agreement may be executed in counterparts and each counterpart so executed shall be binding upon the person executing same as if such counterpart were executed by all parties.
24. This Agreement may be transmitted by telecopier, or electronic mail (including DocuSign) and shall be binding upon the parties hereto as if executed and delivered in the original.
25. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective and shall not invalidate or render unenforceable any other provision herein.

*(Remainder of page intentionally left blank
Signatures to follow on next page)*

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

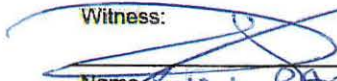
MCO MANAGEMENT INC.

Per: 

Name: Jason Karametch
Title: A.S.O

Per: _____

Name:
Title:
We have the authority to bind the corporation

Witness: 
Name: KIM PACE
(please print)


TONY KARAMITSOS

FIRM CAPITAL MORTGAGE FUND INC.

Per: _____

Name: Jonathan Mair
Title: Vice President
I have authority to bind the corporation.

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Per: _____

Name: Daniel Ciccone
Title: Secretary
I have authority to bind the corporation.


IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

MCO MANAGEMENT INC.

Per: _____
Name: TONY KARAMITSOS
Title: President
I have authority to bind the Corporation

TONY KARAMITSOS

FIRM CAPITAL MORTGAGE FUND INC.

Per:  _____
Name: Jonathan Mair
Title: Vice President
I have authority to bind the corporation.

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Per: _____
Name: Daniel Ciccone
Title: Secretary
I have authority to bind the corporation.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

MCO MANAGEMENT INC.


Per: _____
Name: TONY KARAMITSOS
Title: President
I have authority to bind the Corporation

TONY KARAMITSOS

FIRM CAPITAL MORTGAGE FUND INC.

Per: _____
Name: Jonathan Mair
Title: Vice President
I have authority to bind the corporation.

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

DocuSigned by:

Per: _____
Name: Daniel Ciccone
Title: Secretary

I have authority to bind the corporation.

SCHEDULE "A"

LEGAL DESCRIPTION

**Firstly: PIN No. 58763-1783 (LT)-PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642 and municipally known as 39 Auburn Court, Barrie
PIN No. 58763-1780 (LT)-PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642 and municipally known as 39 Auburn Court, Barrie**

**Secondly: PIN No. 58763-1788 (LT)- BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE
PIN No. 58763-1789 (LT)-BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE
PIN No. 58763-1790 (LT)-BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE
PIN No. 58763-1791 (LT)- BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE
and municipally known as 2, 4, 6, and 8 Teck Road, Barrie, Ontario (collectively, the "Property")**

SCHEDULE "B"
COPY OF PRIOR MORTGAGE SECURITY

Properties

<i>PIN</i>	58763 - 1780 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642; CITY OF BARRIE		
<i>Address</i>	39 AUBURN COURT BARRIE		
<i>PIN</i>	58763 - 1783 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642; CITY OF BARRIE		
<i>Address</i>	39 AUBURN COURT BARRIE		
<i>PIN</i>	58763 - 1788 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE		
<i>Address</i>	BARRIE		
<i>PIN</i>	58763 - 1789 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE		
<i>Address</i>	BARRIE		
<i>PIN</i>	58763 - 1790 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE		
<i>Address</i>	BARRIE		
<i>PIN</i>	58763 - 1791 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE		
<i>Address</i>	BARRIE		

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 STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
Address for Service 410 Chrislea Road,
 Suite 16,
 Woodbridge, Ontario
 L4L 8B5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
 This document is not authorized under Power of Attorney by this party.

Chargee(s)	<i>Capacity</i>	<i>Share</i>
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Name FIRM CAPITAL MORTGAGE FUND INC.
Address for Service 163 Cartwright Avenue,
 Toronto, Ontario
 M6A 1V5

Statements

Schedule: See Schedules

Provisions

<i>Principal</i>	\$11,400,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	monthly, not in advance		
<i>Balance Due Date</i>	2024/07/01		
<i>Interest Rate</i>	See Schedule		
<i>Payments</i>			
<i>Interest Adjustment Date</i>	2023 01 01		
<i>Payment Date</i>	1st day of each and every month		
<i>First Payment Date</i>	2023 02 01		
<i>Last Payment Date</i>	2024 07 01		
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	Full insurable value		

Provisions

Guarantor Stateview Construction Ltd., Taura Developments Inc., Carlo Taurasi,
Dino Taurasi and Daniel Ciccone

Additional Provisions

Payments: Interest only monthly on the principal balance outstanding from time to time.

Signed By

Deanna Elizabeth Wehby 77 King Street West Suite 3000 PO acting for Signed 2022 12 16
Box 95 TD Centre Chargor(s)
Toronto
M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

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

Submitted By

FOGLER, RUBINOFF LLP 77 King Street West Suite 3000 PO 2022 12 16
Box 95 TD Centre
Toronto
M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

Fees/Taxes/Payment

Statutory Registration Fee \$69.00
Total Paid \$69.00

File Number

Chargee Client File Number : 225502 JF/DW

THIS IS A SCHEDULE TO A CHARGE/MORTGAGE between STATEVIEW HOMES (HAMPTON HEIGHTS) INC. as Chargor (the "Chargor") and FIRM CAPITAL MORTGAGE FUND INC. as Chargee (the "Chargee")

ADDITIONAL PAYMENT PROVISIONS

- (a) FOR THE PURPOSES hereof, "prime rate" shall mean the annual rate of interest charged from time to time by the Main Branch in Toronto of The Toronto-Dominion Bank (the "Bank") for demand loans in Canadian dollars to its most creditworthy commercial borrowers. In the event that at any time the Bank has in effect more than one such prime rate, then the highest rate shall be used. Should the Bank, during the term hereof, abolish or abandon the practice of publishing or issuing a prime rate, then the prime rate used for the balance of the term of this Charge shall be that rate then in effect at the Bank which most effectively meets with initial definition of prime rate.
- (b) PROVIDED this Mortgage shall be void upon payment of **ELEVEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$11,400,000.00)** of lawful money of Canada with interest thereon at a rate equal to the greater of 8.95% per annum or 3.50% per annum above the prime rate; with such interest to be calculated daily and compounded and payable monthly as herein set forth, as well after as before maturity and both before and after default as follows:
- (c) the whole of the said principal sum of **ELEVEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$11,400,000.00)** then outstanding shall become due and payable on July 1, 2024 and interest at the said rate compounded and calculated as aforesaid, as well after as before maturity and both before and after default on such portion of the principal as remains from time to time unpaid on the 1st day of each and every month during the term until the principal is fully paid; the first payment of interest is to be computed from the date of advance of funds hereunder, upon the principal sum so advanced, to become due and payable on February 1, 2023.
- (d) PROVIDED that if and whenever the prime rate is varied by the Bank, the interest rate hereunder shall be varied, so that at all times the interest rate hereunder, shall be 3.50% per annum above the prime rate then in effect.
- (e) IN THE EVENT that it may be necessary at any time for the Chargee to prove the prime rate applicable at any time or times, it is agreed that the certificate in writing of the Chargee setting forth the prime rate as at any time or times, shall be deemed to be conclusive evidence thereof for all purposes hereof.

The Chargor acknowledges that the prime rate as hereinbefore defined on a per annum basis was 6.45% on December 8, 2022.

ADDITIONAL PROVISIONS

DEFINITIONS

As used herein the following words or terms have the following respective meanings unless there is something in the context or the subject matter inconsistent therewith.

"Applicable Laws" means, in respect of any person, property, transaction or event, all applicable federal, provincial or municipal laws, statues, regulations, rules, by-laws, policies and guidelines, orders, permits, licenses, authorization, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect

"Charge" means, collectively, the electronic Charge/Mortgage to which the Schedule is attached, the Schedule and all other Schedules and Appendices to the Charge/Mortgage or to the Schedule and shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto or thereof from time to time.

"Charged Property" means all legal and beneficial right, title, estate and interest in (a) the land described in the Properties section of the electronic Charge/Mortgage to which the Schedule is

attached, and any schedule to the Charge, together with any greater estate therein as hereafter may be acquired by the Chargor (collectively, the “Lands”), (b) all buildings, structures and other improvements, now or hereafter situated, placed or constructed upon the Lands from time to time (the “Improvements”), (c) all fixtures, materials, supplies, machinery, equipment, apparatus and other items or personal property now owned or hereafter acquired by the Chargor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Lands, including without limitation, water, gas, electrical, heating, cooling, ventilation, storm and sanitary sewer fixtures, equipment and facilities and all other utilities whether or not situated in easements (the “Fixtures”), (d) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the “Plans”), (e) all leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Lands and the Improvements, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof and all related security and other deposits (the “Leases”), (f) all rents, revenues, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying all or any part of the Lands and the Improvements (the “Rents”), (g) all other agreements, including without limitation property management agreements, construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licences, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property (collectively, the “Property Agreements”), (h) all rights, privileges, tenements, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (i) all insurance policies, unearned premiums therefore and proceeds from such policies covering any of the above Charged Property now or hereafter acquired by the Chargor, (j) all of the Chargor’s right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Lands, Improvements or Fixtures and (j) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing, and all conversions of the security constituted thereby so that the foregoing shall immediately and automatically be deemed a part of the Charged Property and subject to the security of the Charge as fully and completely and with the same priority and effect as those now owned by the Chargor and specifically described herein, without any further mortgage or assignment or conveyance by the Chargor. As used in this Charge, the term “Charged Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

“Chargee” means the Person or Persons named as Chargee in the Chargee(s) section of the electronic Charge/Mortgage to which this Schedule is attached and their respective successors and assigns.

“Chargor” means the Person or Persons named as Chargor in the Chargor(s) section of the electronic Charge/Mortgage to which the Schedule is attached and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

“Commitment” means the Commitment Letter dated November 11, 2022 issued by Firm Capital Corporation to the Chargor and assigned by Firm Capital Corporation to Firm Capital Mortgage Fund Inc., and shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto or thereof from time to time.

“Costs” means all fees, costs, charges and expenses incurred by or on behalf of the Chargee and/or the Servicer for or incidental to (a) preparing, executing and registering the Security Documents, renewals thereof and any amendments thereto (b) collecting payments due to the Chargee and/or the Servicer hereunder, the Commitment or under the Security Documents, (c) enforcing and realizing on this Charge and the other Security Documents, including power of sale, foreclosure, execution, judicial sale, court appointed or private receivership, possession and/or management of the Charged Property and other enforcement proceedings, and including without limiting the generality of the foregoing, all fees, costs, charges and expenses incurred in connection with the sale or attempted sale of the Charged Property, including real estate

commissions, auctioneer's fees, termination fees, stalking-horse fees, cancellation of listing agreement fees and all other like or incidental fees, (d) inspecting, protecting, securing, completing, insuring, repairing, equipping, taking and keeping possession of, managing, selling or leasing the Charged Property, including all protective disbursements and curing any defaults under or renewing any leasehold interests, I exercising any rights of a receiver appointed under this Charge or otherwise and such receiver's fees and expenses (including all legal fees and disbursements and agent's costs and expenses), (f) obtaining any environmental audits or other inspections, tests or reports with respect to the Charged Property, (g) complying with any notices, orders, judgments, directives, permits, licences, authorizations or approvals with respect to the Charged Property, (h) performing the obligations of the Chargor under the Security Documents, (i) all legal fees and disbursements in connection with the Indebtedness, on a substantial indemnity basis, and (j) any other fees, costs, charges or expenses including, renewal fees, forbearance fees, the Administration Fees and servicing fees, including all costs and expenses of the Servicer, payable to the Chargee and/or the Servicer hereunder, under the Commitment or under any of the Security Documents or otherwise at law or in equity. **"Costs"** will also include all other fees, costs, charges and expenses that are referred to elsewhere in this Charge or in any of the other Security Documents and interest at the interest rate chargeable herein on all such fees, costs, charges and expenses.

"Covenantor(s)" means any one of the Chargor, Stateview Construction Ltd., Taura Developments Inc., Carlo Taurasi, Dino Taurasi and Daniel Ciccone or any other guarantor, joint debtor, indemnifier, beneficial owner or other obligor of or in respect of the Loan, the Indebtedness or the Charged Property.

"Indebtedness" means all existing and future indebtedness, other covenants and obligations and liabilities owing or made by the Chargor to the Chargee and/or the Servicer from time to time pursuant to the Commitment, hereunder, from time to time, or under the Security Documents, matured or not, direct or indirect, absolute or contingent, including, (a) the amounts advanced hereunder, from time to time, on account of principal, (b) all interest due hereunder including, compound interest (c) Costs, (d) any amount, cost, charge, expense or interest which has been added to the Indebtedness hereunder or pursuant to the Security Documents or which are otherwise due and payable thereunder, and (e) payment performance and discharge and satisfaction of all obligations of the Chargor to the Chargee and/or the Servicer under the Security Documents or otherwise under and in respect of the Loan or the Indebtedness.

"Lien" means any mortgage, charge, pledge, hypothec, assignment, lien, lease, sublease, easement, right of way, security interest, restrictions, covenants or encumbrances of any kind or nature affecting all or any part of the Charged Property.

"Loan" means the loan made by the Chargee to the Chargor pursuant to the Commitment in the original principal amount of \$11,400,000.00 and all other amounts secured by this Charge and the other Security Documents.

"Permitted Encumbrances" means, as of any particular time, (i) any 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 relating to the Charged Property, (ii) any registered subdivision, development, servicing, site plan or other similar agreement with any governmental authority or public utility relating to the Charged Property, and (iii) any other encumbrances relating to the Charged Property previously consented to by the Chargee in its sole and subjective discretion, provided in each case that:

- (a) the Chargee is satisfied in its sole and subjective discretion that the same do not materially impair the servicing, development, construction, operation, management or marketability of the Charged Property;
- (b) the same does not materially affect the validity, enforceability, or priority of this Charge; and
- (c) the same has been complied with in full.

"Person" means and is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political

subdivision thereof, or any agency or department of any such government, and the estate trustees or other legal representatives of an individual in such capacity.

“Security Documents” means collectively, all documents, instruments, agreement, guarantees and opinions now or hereafter evidencing, securing, guaranteeing and or relating to the Loan and the Indebtedness or any part thereof, including, without limitation, the Commitment, the Charge, the Assignment of Rents, the General Security Agreements, the Guarantee(s), the Postponement of Claims, the Assignment of Rights Under Agreements of Purchase and Sale, Assignment of Material Project Agreements, Assignment and Direction to TARION, Assignment and Direction to Bank, Assignment and Direction to Authority, Assignment of Funds, and all certificates, declarations, undertakings, documents and writings provided or as required which are incidental to any of the foregoing and any other instrument or agreement provided and shall include all amendments, modifications, extensions, renewals, restatements, or replacements thereto or thereof from time to time.

“Servicer” means Firm Capital Corporation, or such other Person appointed by the Chargee as the servicer to administer and service the Loan and the within Charge from time to time.

COMPOUND INTEREST

If the Chargor defaults in any payment of interest, or other payment due pursuant to this Charge, compound interest at the interest rate chargeable hereunder will accrue and be payable on the sum in arrears (including all arrears of interest) from time to time, both before and after default, demand, maturity and judgment until paid and shall be paid forthwith. If the arrears and the compound interest are not paid within the interest calculation period provided for herein from the time of default, a rest will be made and compound interest at the interest rate chargeable hereunder will be payable on the aggregate amount then due, both before and after maturity, default and judgment, and so on from time to time until paid. All such compound interest shall be added to the Indebtedness and shall be secured by this Charge.

APPLICATION OF PAYMENTS

Prior to an Event of Default, all payments received by the Chargee on account of the Indebtedness shall be applied as follows, regardless of any other designation of such payments as principal, interest or other charges: first, to the repayment of sums advanced by the Chargee pursuant to this Charge or any of the other Security Documents for any reason (other than the principal amount), including sums advanced to pay realty taxes, Costs, insurance premiums or other charges against the Charged Property (together with interest thereon at the interest rate chargeable hereunder from the date of advance until paid), then to the payment of accrued but unpaid interest which is then due and payable, and finally, to reduction of the principal amount. Notwithstanding the foregoing, from and after an Event of Default, all payments received by the Chargee pursuant to the Loan shall be applied by the Chargee to principal, interest and such other charges due hereunder or under the other Security Documents in such order as the Chargee shall determine in its sole discretion.

ADVANCES AND COSTS

Neither the preparation, execution nor registration of this Charge or the other Security Documents shall bind the Chargee to advance all or any part of the Loan. The Chargor covenants to pay all Costs to the Chargee forthwith on demand whether or not all or any part of the Loan is advanced. Until paid, all Costs together with interest thereon at the interest rate chargeable hereunder shall be added to the Indebtedness and secured by this Charge.

PROOF OF OUTSTANDING AMOUNTS

The records maintained by the Chargee of the amounts of the Loan advanced to the Chargor and secured by this Charge, the amount of advances of the Loan which are outstanding and the amount of interest and other fees and Costs payable or secured under this Charge shall constitute prima facie proof thereof in any legal proceedings or action in respect of the Loan or this Charge.

FEES AND COSTS

LENDER PROPERTY INSPECTION FEE	\$1,000.00 prefunding or per renewal
2. ADMINISTRATION SET UP FEE	For all Loans under \$2 million: \$550.00 For all Loans \$2 million and higher: \$1,000.00
3. ADMINISTRATION ADVANCE FEES:	
TERM LOAN	\$500.00 per advance
CONSTRUCTION	
Construction Loan for 1 Unit:	\$350.00 per advance
Construction Loan for 2-4 Units:	\$500.00 per advance
Construction Loan for 5 or more Units:	\$1,250.00 per advance
4. BANK WIRE TRANSFER FEE	\$100.00 per wire
5. NSF / MISSED PAYMENT	Minimum: \$2,000.00 - or - As per the amount in the Commitment Letter.
6. PAYMENT PROCESSING FEE	\$60.00 (payable for manually processing a payment from a borrower's pre-authorized bank account, arranging the processing of any payment on any date other than the schedule payment date or administering a stop payment)
7. CONSTRUCTION MONITORING	DRAW FEE \$700.00 (if monitored by FCC, and a draw done without a monitor calculations)
8. PIN MONITIRING FEE:	\$70.00 for each separate property provided as security for the Loan, and an additional fee of \$25.00 shall be due on each anniversary date of the interest adjustment date for each separate property provided as security for the Loan.
9. PROPERTY TAX	
- Tax Default Fee:	\$250.00 per tax status inquiry. (If the Chargor fails to provide satisfactory confirmation of tax payments)
- Tax Account Administration Fee:	\$275.00 per annum
- Property Tax Status Inquiry Fee:	\$125.00 (payable for the handling of tax inquiries, preparation of related documentation and investigating the status of tax payments)
10. LOAN MAINTENANCE FEE	\$450.00 charged per annum
11. INSURANCE:	
-Insurance Administration Default Fee:	\$500.00 (for cancelled or expired Insurance)
-Insurance Placement Fee:	\$500.00 (This fee is in addition to the Insurance Premium)
12. MORTGAGE STATEMENTS	
- Statement for Information Purposes Fee:	\$300.00 per Statement
- Discharge Fee:	\$465.00 or as per the amount in the Commitment Letter
- Statement & Administration Fee:	\$265.00 per Statement
- Duplicate Loan Statement Fee:	\$250.00 (payable for the preparation of each duplicate year-end mortgage loan statement)
13. PPSA RENEWAL FEE	\$100.00 per PPSA registration, plus the cost of the preparation and registration of the PPSA renewal.
14. DEFAULT PROCEEDINGS FEE	\$1,500.00 (payable per event or per preparation of a mortgage file for legal action and/or enforcement)
15. ENFORCEMENT FEE:	A three (3%) of the principal balance outstanding under the Loan payable by the Chargor and/or Guarantors on the initial date that such enforcement action was taken. If the Lender is required to attorn rents at the property(s) provided as security for the Loan, a ten (10%) percent property management fee will be

charged to the Chargor (based on 10% the gross rents collected).

16. POWER OF SALE ENFORCEMENT

ADMINISTRATION FEE

a. Notice of Sale	\$2,000.00	
b. Statement of Claim	\$2,500.00	
c. Judgement	\$1,750.00	per judgement
d. Writ of Possession/Eviction	\$1,750.00	
e. Court Motion Material Review Administration Fee	\$1,500.00	per motion

17. MISCELLANEOUS DOCUMENT EXECUTION

Subdivision Plans, non-disturbance agreements or other documents required to security **\$350.00** per occurrence

18. COPY OF SURVEY \$250.00

19. COURIER FEE \$60.00 plus HST

20. LONG DISTANCE CHARGES \$20.00 (minimum) per call

21. REVIEW ADMINISTRATION FEE \$500.00 (for the review of each land title document, postponement, certificate, confirmation, or similar document required to be issued or executed at the Chargor's request)

(collectively, the "**Administration Fees**")

The Chargor acknowledges and agrees that the service fees and/or Administration Fees and Costs provided for herein are a genuine pre-estimate of the value of the services performed for same and are not a penalty or additional interest on the Loan secured by this Charge.

PRIVACY PROVISIONS

- (a) The Chargor hereby irrevocably consents to the Chargee releasing and disclosing to any other parties, their authorized agents and solicitors requesting the same, any and all information, whether confidential or not, in its possession regarding the Charged Property or the within Loan including, without limitation, details of the Loan balance, the terms of this Charge, defaults hereunder (existing or prior) and like matters.
- (b) The Chargor hereby confirms and agrees that the release and disclosure of any such information by the Chargee constitutes the release and disclosure of such information with the full knowledge and consent of the Chargor within the meaning of the Personal Information Protection and Electronic Documentation Act (Canada), as amended.
- (c) The Chargor hereby releases the Chargee from any and all liabilities, damages, suits, actions, claims, monies and costs arising from (i) the release and disclosure of any such information by the Chargee, and (ii) any breach of the provisions of any applicable laws, including the Personal Information Protection and Electronic Documentation Act (Canada), as amended, provided that the Chargee has acted in accordance with the consent and direction received from the Chargor.

CROSS DEFAULT

The occurrence of an Event of Default under the provisions of this Charge, under any of the other Security Documents or under the Commitment or pursuant to any other charge or Security Documents between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, or any default by the Chargor under any lease which is not cured within any applicable cure period, shall be deemed to be an Event of Default hereunder and under all the Security Documents and shall entitle the Chargee to pursue its remedies under any or all of the Security Documents.

NON-MERGER

Notwithstanding the registration of this Charge and the advance of funds hereunder, the terms and provisions of the Commitment shall remain binding and effective upon the parties. It is understood and agreed that any default under the said Commitment shall be deemed a default under this Charge. In the event of any inconsistency, discrepancy or conflict between the terms of the Charge and the terms of the Commitment, the Chargee may, in its sole discretion, determine which shall prevail. The Chargor acknowledges that the terms and provisions of the Commitment are not exhaustive. The Chargor acknowledges that any provisions contained herein or in any of the other Security Documents which are not dealt with in the Commitment or which expand and elaborate on provisions in the Commitment shall be deemed not to be an inconsistency or in conflict with the provisions of the Commitment.

PAYMENTS

ANY DISCHARGE of this charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon, as well as the payment of all costs and any other amounts that are outstanding under this Charge. All payments hereunder shall be made payable to:

FIRM CAPITAL CORPORATION-TRUST
at: 163 Cartwright Avenue
Toronto, Ontario

or such other place as the Chargor is notified of from time to time. All payments received after 1:00 p.m. shall be deemed to have been received on the following business day. The loan secured herein and the amounts payable by the Chargor hereunder is due and payable on the dates set out in this Charge and shall be made without any deduction, set-off or counterclaim by the Chargor for any reason whatsoever.

The Chargor acknowledges and agrees that any payments made to discharge the said Charge to the Chargee's Solicitors or any other authorized agents of the Chargee shall not be deemed to constitute payment received by the Chargee until the same is received by the Chargee at its offices as set out above.

SERVICER

The Chargor acknowledges and agrees that the Chargee may retain the services of the Servicer to administer and service the Loan and the within Charge, including, without limitation, collection of all monies due hereunder from time to time and receipt of all reports, notices and other documentation required to be provided by the Chargor and the Chargor agrees to comply promptly with any request or notice given by the Servicer in accordance with this Charge and any of the Security Documents.

ENVIRONMENTAL

The Chargee or agent of the Chargee may, at any time after default, and for any purpose deemed necessary by the Chargee, enter upon the Lands to inspect the Lands and Improvements thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the Lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the rate charged herein for the Loan, shall be payable by the Chargor forthwith and shall be a charge upon the 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 Lands and Improvements.

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 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 Lands of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the Indebtedness and any other existing obligations of the Chargor

to the Chargee in respect of the Indebtedness and any other exercise by the Chargee of any remedies available to them of any default under the Charge.

The Chargor hereby represents and warrants that neither the Chargor, nor, to their knowledge, any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held, located or disposed of on, under or at the Lands and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation, laws respecting the discharge, emission, spill or disposal of any Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and covenants to cause any person permitted by the Chargor to use or occupy the Lands or any part thereof to continue to so operate.

The Chargor hereby indemnifies the Chargee, its officers, directors, employees, agents and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as direct result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material where it has been proven that the source of the Hazardous Material is the Lands, including, without limitation: (i) the costs of defending any/or counter-claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out of a settlement of any action entered into by the Chargee; and the provisions of and undertakings and indemnification set out in this Section shall survive the satisfaction and release of the Security Documents and payment and satisfaction of the Indebtedness and liability of the Chargor to the Chargee pursuant to this Charge and any of the other Security Documents. The indemnity contained herein in favour of the Chargee shall enure to the benefit of the Chargee's successors and assigns of the Loan and the Security Documents. For the purposes of this Section "Hazardous Material" means any contaminant or pollutant or any substance that when released in the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

The indemnity contained herein shall survive the repayment of the Indebtedness and shall continue in full force and effect so long as the possibility of any such liability, claim or loss exists.

CONFLICT/AMBIGUITY

Where conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule and any one or more of the provisions contained in the standard charge terms, the provisions contained in this Schedule shall, to the extent of such conflict or ambiguity, be deemed to govern and prevail.

COMPLIANCE WITH APPLICABLE LAWS

The Chargor has and is presently complying with its obligations and will continue to comply with its obligations, to make payment of all taxes, deductions, withholdings and remissions to the Province of Ontario and the Government of Canada (collectively, the "**Governmental Authorities**") under the *Income Tax Act*, Canada, the *Excise Tax Act*, Canada, the *Canada Pension Act*, Canada, the *Employment Insurance Act*, Canada, the *Retail Sales Tax Act*, Ontario, the *Fuel Tax Act*, Ontario, the *Tobacco Tax Act*, Ontario, the *Development Charges Act*, Ontario, the *Workplace Safety and Insurance Act*, Ontario and any other Applicable Laws, whether provincial or federal, as any one or more of them may be amended from time to time, the default of which would form the basis of a super priority claim by any of such governmental authorities under such Applicable Laws over the Indebtedness and the priority of the Security Documents.

MANAGEMENT FEE

In the event that the Chargee collects any payments of Rent due to the Chargor's default or takes possession of the Lands, the Chargee shall be entitled a management fee equal to the greater of

ten (10%) percent of all the gross receipts from the Rents, it being understood for greater certainty that the Chargor and Chargee have agreed that in the circumstances the management fee is a just and equitable fee having regard to the circumstances. The Chargor acknowledges and agrees that the said management fee is a reasonable estimate of the fees to be incurred for the time, value and opportunity for dealing with the Charged Property, including professional advisors, appraisers, engineers, occupants, building inspectors, checking property taxes and insurance, maintenance and repairs, Liens or other matters usually dealt with by managers of like lands, which amount is deemed not to be a penalty.

SUBSEQUENT ENCUMBRANCES

In the event of the Chargor further encumbering the Lands without the prior written consent of the Chargee, such further encumbering shall constitute a default under this Charge and in such event, at the sole option of the Chargee, the Indebtedness owing under the within Charge shall immediately become due and payable.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all Liens and agreements registered against the title to the Charged Property in good standing in accordance with their terms, comply with all Applicable Laws, including, zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance, outstanding permits, or judgements, or the registration of any Liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an Event of Default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder, the Security Documents and at law including the right to accelerate the Indebtedness. Waiver or indulgences granted by a prior encumbrancer shall not prevent non-payment from being a default under this charge.

In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, Lien, any matter raised in the previous paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the Charged Property and the Chargee may also expend monies in order to cure any default hereunder, under any Lien, a Permitted Encumbrance or any matter set forth in the previous paragraph respecting the Charged Property or any part thereof, and the amounts so paid together with all costs associated therewith shall be added to the Indebtedness hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in default of payment, the entire Indebtedness, shall become payable at the option of the Chargee and the remedies hereby given, under the Security Documents and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, or expending such monies in order to cure a Lien default, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge, assignment of charge, unregistered or assignment of lease, until paid.

BANKRUPTCY AND INSOLVENCY

THE CHARGOR acknowledges and agrees that any and all Costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the *Companies' Creditors Arrangement Act*, R.S., c.C-25, s.1 (the "CCAA"), the *Bankruptcy and Insolvency Act*, R.S., 1985, c.B-3, s.1, 1992, c.27, s.2 (the "BIA") or any other statute shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such Costs, including any costs of its personnel and outside professionals, including legal counsel, in administering and addressing any requirements of the said Acts 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 Chargee for the Indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

REORGANIZATION PROCEEDINGS

The Chargor represents and warrants that the Charged Property is of such a unique nature that, in the event the Chargor sought to reorganize its affairs under any of the laws of Canada (or any province) which provides the ability of a debtor to reorganize its affairs with its creditors (including, without limitation, under the CCAA, the BIA or any other statute) or pursuant to which it sought protection from its creditors, the Chargee would not have a sufficient commonality of interests with any other creditor of the Chargor such that the Chargee would be required to vote on any reorganization, arrangement, compromise or other transaction in a class with any other creditors of the Chargor and, in that regard, covenants and agrees that the Chargee will be treated in its own exclusive class of creditors for such purpose. Without limiting the generality of the foregoing, the Chargor covenants and agrees that:

- a) it will give the Chargee not less than ten (10) days written notice prior to the commencement of any proceedings under any of the CCAA, the BIA or any other similar or analogous legislation (such proceedings being referred to as **“Reorganization Proceedings”**);
- b) in no circumstances will the Chargor seek, suffer or permit the right of the Chargee to be stayed or otherwise affected in any Reorganization Proceedings;
- c) in the event that Reorganization Proceedings are commenced, the Chargor will consent to an order directing that all rents or other revenues generated or received in respect of the Charged Property will forthwith be deposited into a segregated trust account under the sole control of the Chargee and that same shall not constitute the Chargee to be a mortgagee in possession of or in control or management of the Charged Property or result in an acceleration of the Indebtedness hereunder unless so designated by the Chargee at its sole option; and

in the event of a Reorganization Proceeding: (i) the Chargor will not oppose any steps taken by the Chargee to seek an Order lifting any stay of proceedings that may be imposed; (ii) will not seek to prime the Chargee through any debtor in possession financing, receiver charge or any court-ordered charges; and (iii) will not seek to have the Charged Property sold as part of any process without the Chargee’s prior consent.

ABANDONMENT OF CHATTELS

In the event that the Chargor vacates the Charged Property and leaves its chattels or trade fixtures (collectively, the **“Chattels”**) at the Charged Property, or if the Chargor fails to remove the Chattels upon being evicted then:

- (a) the Chattels shall be deemed to have been abandoned by the Chargor;
- (b) the Chargee shall be entitled to dispose of or sell or transfer the Chattels or store them, in its sole discretion;
- (c) the Chargor shall pay all costs incurred by the Chargee relating to any sale, transfer, disposition, dumping or storage of the Chattels by the Chargee;
- (d) the Chargee shall have a charge and lien on any stored Chattels for all storage costs relating thereto; and
- (e) the Chargor hereby releases and forever discharges the Chargee from any claims, actions, causes of action, damages, losses, costs and expenses relating to any steps taken by the Chargee in respect of the Chattels including discarding and dumping same in a junk yard or otherwise for no consideration.

NO EXPLOITATION

The Chargor acknowledges and declares that the Chargor entered into this Charge freely and of its own will. In particular, the Chargor acknowledges that this Charge was freely negotiated by the Chargor and the Chargee in good faith, that this Charge does not constitute a contract of adhesion, that there was no exploitation of the Chargor by the Chargee, and that there is no disproportion between the consideration provided by the Chargee and that provided by the Chargor.

INDEPENDENT LEGAL REPRESENTATION

The Chargor hereto acknowledges that it has full knowledge of the purpose and essence of this Charge/Mortgage transaction, and that it has been appropriately and independently legally represented in that regard. The Chargor acknowledges and agrees with the Chargee that the Chargee's solicitors, Fogler, Rubinoff LLP, do not represent the Chargor or provide the Chargor with any legal advice whatsoever. The Chargor acknowledges that the Charge, all supporting Security Documents and all electronic documents including the Charge, Notice of Assignment of Rents and Acknowledgement and Direction (collectively, the "Documents") and the effect of the Chargee's solicitors signing any of the electronic documents have been fully explained to the Chargor by its own independent counsel. The Chargor acknowledges that it has fully understood the import of the Documents.

NON-TRANSFER

Paragraph 14 of Standard Charge Terms 200033 is hereby deleted.

In the event that the Chargor purports to sell, convey, transfer, assign or exercise a power of appointment with respect to the Lands herein described to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the Lands herein described without first obtaining the consent in writing of the Chargee the entire Indebtedness hereby secured shall, at the option of the Chargee, forthwith become due and payable.

AUTOMATIC RENEWAL

In the event that the Chargor fails to repay the Indebtedness outstanding on the Balance Due Date (or if there is a provision in the Commitment permitting the Chargor to renew the term herein upon written notice to the Chargee, then the extended Balance Due Date if the term is so extended by the Chargor) or the Chargor fails to accept a renewal offer tendered by the Chargee (for any reason not attributable to the Chargee) within 10 business days of the Balance Due Date, then the Chargee may at its sole option, automatically renew this Charge for a period of one month from the maturity date, at an interest rate equal to the greater of 12.00% per annum or The Toronto-Dominion Bank prime rate plus 5.00% per annum, calculated daily and payable monthly. In the event that the renewal has not been finalized within this one month period, then there will be no further extensions, and the Chargee may, at its option, exercise its remedies under the Charge or as available at law. The Chargee shall not be obligated to offer any renewal. All other terms and covenants under the existing Charge shall continue to apply. A Processing Fee which is the greater of \$1,000.00 or 1/10 of 2.00% of the outstanding balance shall be added to the Indebtedness if this extension is exercised by the Chargee as aforesaid.

PRE-AUTHORIZED PAYMENT

The Chargor hereby covenants and agrees upon the Chargee's request to participate in the Chargee's pre-authorized chequing program by completing the necessary application and providing the Chargee with a sample "void" cheque, or alternatively, at the Chargee's request, the Chargor shall provide a series of 12 post dated cheques, from time to time.

TAXES

THE CHARGOR in addition to the aforesaid payments of principal and interest, covenants and agrees to pay taxes as hereinafter provided, the Chargee shall estimate the amount of the taxes chargeable against the Lands payable in each year and the Chargor shall pay to the Chargee one-twelfth of the estimated annual amount together with the aforesaid payments of principal and interest in each and every month during the term of this Charge, commencing with the first payment date aforesaid and the Chargee shall apply such payments on the taxes so long as the Chargor is not in default under this Charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of the taxes oftener than yearly; provided, however, that if the Chargor shall pay any sum or sums to the Chargee to apply on the taxes, and if before the same shall have been so applied there shall be default by the Chargor in respect of any payment of principal or interest as herein provided, the Chargee may at its option apply such sum or sums in or towards payments of the principal and/or interest in default; and in the event that

the taxes actually charged for any one year, together with any interest and penalties thereon, exceed the estimated amount, the Chargor shall pay to the Chargee on demand the amount required to make up the deficiency; and if the Chargor desires to take advantage of any discounts or avoid any penalties in connection with the payment of taxes, the Chargor may pay to the Chargee such additional amounts as are required for that purpose; and the Chargor shall transmit to the Chargee forthwith after receiving them the assessment notices, tax bills and other notices affecting the imposition of taxes upon the Lands.

TAXES shall mean and include all taxes, rates and assessments of whatever nature or kind, including local improvement rates and any and all interest and penalties thereon.

THE CHARGEE MAY, unless payment has otherwise been made, deduct from the charge advances, an amount necessary to pay the current year's taxes and an amount which together with the monthly tax payments to be made to and including April of the following calendar year, will be sufficient to pay the taxes for the following calendar year.

NO MONEYS paid to the Chargee pursuant to the foregoing shall be held in trust for nor bear interest to the credit of the Chargor.

THE FOREGOING tax clause is in addition to and without prejudice to the other provisions of the within Charge in regard to realty taxes.

PREPAYMENT PROVISIONS

Provided that upon giving fifteen (15) days' written notice, the Chargor, when not in default hereunder, shall have the privilege of prepaying the whole or any part of the said principal sum hereby secured on any banking day without any interest bonus and upon payment of the applicable Administration Fees including the discharge statement administration fee as herein set out.

- (a) if prepayment of any part of the principal sum secured hereunder is made by reason of payment after acceleration upon the occurrence of a default, the Chargor agrees to pay to the Chargee three (3) months' interest on the principal amount prepaid at the rate of interest chargeable hereunder at the time of prepayment as hereinbefore set out.
- (b) If the Indebtedness and any of the other sums which may be due hereunder or under the Security Documents are not repaid on or before the Balance Due Date, then the Chargor agrees to pay to the Chargee in addition to the amounts required to obtain a discharge, three months interest at the rate of interest chargeable hereunder on the principal amount outstanding on the Balance Due Date.

SECURITY INTEREST IN CHATTELS

It is hereby mutually covenanted and agreed by and between the parties hereto that all chattels, erections, Fixtures and Improvements, fixed or otherwise, now or hereafter put upon the Charged Property and in which the Chargor has any interest, including, but without limiting the generality of the foregoing, all drapes, lobby furniture, refrigerators and stoves, heating equipment, air-conditioning and ventilation equipment, blinds, storm windows and doors, window screens, etc. and all apparatus and equipment appurtenant thereto are and shall in addition to other fixtures thereon, be and become Fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors, legal representatives and assigns, and all persons claiming thereunder and shall be a portion of the security for the Indebtedness hereinbefore mentioned.

INSURANCE RENEWAL

The Chargee shall be entitled to its standard servicing fee for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. In the event that the evidence of continuation of insurance as herein required has not been delivered to the Chargee, the Chargee shall be entitled to its standard servicing fee for each written inquiry which the Chargee shall make to the insurer pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within

provision arranges insurance coverage with respect to the Lands and the Improvements, the Chargee in addition to the afore-noted servicing fee shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

APPOINTMENT OF RECEIVER

AT ANY TIME after the Security Documents hereby constituted become enforceable, or the monies hereby secured shall have become payable, the Chargee may from time to time appoint by writing, or apply to a court of competent jurisdiction for the appointment of, a Receiver (which term shall include a receiver and manager) of the Charged Property or any part thereof, with or without Bond, and may from time to time remove the Receiver and appoint another in his stead, and any such Receiver appointed hereunder shall have the following powers (but shall not be limited to such powers):

- (a) To take possession of the Charged Property and to collect and get in the same and for such purpose to enter into and upon any lands, premises and Improvements wheresoever and whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as he shall deem necessary;
- (b) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as he shall think proper, and to repair and keep in repair the Charged Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the Charged Property of the Chargor;
- (c) To sell or lease or concur in selling or leasing any or all of the Charged Property, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the Charged Property; and he may make any stipulations as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the Charged Property and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefor and in the event of a sale on credit neither he nor the Chargee shall be accountable for or charged with any monies until actually received;
- (d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Property for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- (e) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the Charged Property in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Charged Property in priority to this Charge;
- (f) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Charged Property, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (g) To fully manage, develop, operate, lease, construct, deal with agreements, complete, repair, renovate or alter the Charged Property or any part thereof on behalf of the Chargor and to take all such actions as are required in the exercise of such powers including entering into, amending and terminating such contracts and other agreements relating to

the Charged Property as are necessary or advisable, in the opinion of the Receiver, and the entering into, renewal, amendment, supplement, or termination of any agreements and leases as the Receiver may deem appropriate in its sole and absolute discretion;

- (h) To execute and deliver to the purchaser of any part or parts of the Charged Property, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the Lands or any part or parcels thereof by, from through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;
- (i) To exercise any powers as may be granted by a court upon such appointment;

AND IT IS AGREED that no purchaser at any sale purporting to be made in pursuance of the aforesaid power or powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Chargor, or of any party claiming by or under it, in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only.

The net profits of the business of the Chargor and the net proceeds of any sale of the Charged Property or part thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to this Charge:

- (a) Firstly, in payment of all Costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by him;
- (b) Secondly, in payment of all Costs, charges and expenses payable hereunder;
- (c) Thirdly, in payment to the Chargee of the principal sum owing hereunder;
- (d) Fourthly, in payment to the Chargee of all interest and arrears of interest and any other portion of the Indebtedness remaining unpaid hereunder; and
- (e) Fifthly, any surplus shall be paid in accordance with the *Mortgages Act* (Ontario) or any order of the Court; provided that in the event that any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

The Chargee shall not be liable to the Receiver for his remuneration costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising unless the same shall be caused by his own gross negligence or willful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

The appointment of a Receiver by the Chargee shall not, to the extent permitted by law, incur or create any liability on the part of the Chargee in connection with 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 Chargee as a mortgagee in possession in respect of the Charged Property or any part thereof.

PAYMENT OF COSTS

The Chargor shall pay to the Chargee on demand all legal fees payable on a full indemnity basis, Costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees as herein set forth including costs incurred with respect to:

- (a) the Chargee obtaining advice at any time as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
- (b) the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
- (c) any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and
- (d) any appraisals, environmental reports, engineering reports, cost consultants reports, or any other reports obtained at any time by the Chargee relating to the Charged Property.

In the event the Chargor fails to pay any such legal fees, Costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, Costs and expenses shall be secured by this Charge and added to the Indebtedness secured hereunder and shall bear interest at the rate herein set forth.

LIMIT ON RATE OF INTEREST

(a) Adjustment

If any provision of the Commitment, this Charge or any other of the Security Documents would oblige the Chargor to make any payment of interest or other amount payable to the Chargee in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Chargee of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in receipt by the Chargee of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

- (i) firstly, by reducing the amount or rate of interest required to be paid hereunder as applicable; and
- (ii) thereafter, by reducing any fees, commissions, premiums and other amounts which would constitute interest for purposes of Section 347 of the Criminal Code (Canada).

(b) Reimbursement

If, notwithstanding the provisions subsection (a) above, and after giving effect to all adjustments contemplated thereby, the Chargee shall have received an amount in excess of the maximum permitted by such subsection, then the Chargor shall be entitled, by notice in writing to the Chargee, to obtain reimbursement from the Chargee of an amount equal to such excess, and pending such reimbursement such amount shall be deemed to be an amount payable by the Chargee to the Chargor.

(c) Calculation

Any amount or rate of interest referred to in this Section shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term of any revolving loan on the assumption that any charges, fees or expenses that fall within the meaning of “interest” (as defined in the Criminal Code (Canada)) shall, if they relate to a specific period of time be prorated over that period of time and otherwise be prorated over the period from the date of this Charge to the maturity date thereof and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee shall be conclusive for the purposes of such determination.

AGREEMENTS IN WRITING

No agreement for modification to the within Charge or to any other of the Security Documents provided to the Chargee, including any renewals hereof or for extension of the time for payment of the Indebtedness due hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Chargor to the Chargee after the expiration of the Balance Due Date or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no modification, amendment, at any time to the within Charge or to any security agreement provided to the Chargee or any renewal hereof or extension of the time for payment of any Indebtedness due hereunder shall result from, or be implied from, any other act, matter or thing, save only an express agreement in writing between the Chargor and the Chargee.

CONTINUING SECURITY

Without limiting any other provision hereof, this Charge secures, *inter alia*, a current or running account and any portion of the principal amount may be advanced or readvanced by the Chargee in one or more sums at any future date or dates and the amount of such advances and readvances when so made will be secured by this Charge and be repayable with interest at the interest rate stipulated in this Charge. This Charge will be security for the ultimate balance owing to the Chargee arising from the current and running accounts represented by advances and readvances of the principal amount or any part thereof with interest at the interest rate stipulated in this Charge and all other amounts secured hereby and notwithstanding any change in the amount, nature and form of the loan Indebtedness from time to time. If the whole or any part of the principal amount hereby or other amount secured hereby is repaid, this Charge shall be and remain valid security for any subsequent advance or re-advance by the Chargee to the Chargor until such time as the Chargee has executed and delivered to the Chargor a complete discharge of this Charge. The provisions relating to defeasance contained in Subsection 6(2) of the *Land Registration Reform Act* (Ontario) are hereby expressly excluded from this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that it is not a “farmer” within the meaning of the *Farm Debt Mediation Act*, S.C. 1997, c.21 (the “Act”) and covenants and agrees with the Chargee that, in the event that at any time during the term of this Charge the Chargor shall, at the option of the Chargee, become a “farmer” within the meaning of the Act, it shall forthwith provide written notice of this fact to the Chargee.

PAYMENT OF AMOUNTS OWING TO GOVERNMENTAL AUTHORITIES

During the term of the Charge and any renewal or extension thereof, the Chargor and/or the Covenantors will pay when due all amounts owing to any governmental authority which, if unpaid, would give such governmental authority recourse for such amounts ranking in priority to the within Charge or any of the other Security Documents and agreements given by the Chargor to the Chargee in connection with the advance of funds hereunder and the failure to pay any such amount when due will constitute, at the option of the Chargee, a default hereunder.

INSURANCE – ADDITIONAL PROVISIONS

In addition to any other insurance provisions contemplated by this Charge, the Commitment, or the Standard Charge Terms registered as No. 200033, the Chargor will at all times during the

term maintain the insurance required by the Chargee including, without limitation, the following coverages:

- (a) Comprehensive on an all-risks basis, or if applicable, builder's risk of direct physical loss or damage, including, without limitation, coverage for the foundations of all improvements and flood and earthquake coverage, all on a replacement cost basis with loss payable to the Chargee under an Insurance Bureau of Canada mortgage clause; the policy should allow for the improvements on the Lands to be completed (if applicable), for partial occupancy, and for the Lands to be vacant and unoccupied for a period of at least 30 days;
- (b) Comprehensive broad form boiler and machinery insurance covering all pressure vessels (whether fired or unfired), air conditioning and miscellaneous electrical apparatus on the Lands, for an amount satisfactory to the Chargee, with loss payable to the Chargee under a Boiler and Machinery Insurance Association mortgage clause;
- (c) Business interruption or rental income loss coverage on a gross profits or rentals form sufficient to cover 100% of the loss of Rents or loss of business income from the business conducted on the Lands for a period of twelve (12) months, based on the greater of actual or projected revenue, in respect of all perils described in (a) and (b) above;
- (d) Comprehensive general liability insurance, inclusive of bodily injury, death or property damage or loss, for a minimum amount of \$3,000,000.00 per occurrence or such other amount as the Chargee may reasonably request;
- (e) Theft of chattels;
- (f) Prior to any advance of the principal amount, the Chargor will provide to the Chargee or its solicitors certificates of insurance policies providing the above coverages. The Chargee may have the insurance policies reviewed by a qualified property insurance consultant to ensure the insurance requirements of the Commitment are satisfied;
- (g) Evidence of policy renewal or satisfactory replacement must be provided annually at least thirty (30) days before expiry; and
- (h) Coverage of such other risks and perils as the Chargee may consider advisable or desirable from time to time.

Although the Chargee reserves the right to insist that all policies be on a "no co-Insurance" basis, the Chargee may consider accepting stated amount co-insurance provided that the Chargor shall at all times maintain a sufficient amount of insurance to prevent the Chargor from becoming a co-insurer under the terms and conditions of the policy.

Each policy shall be in a form and with an insurer satisfactory to the Chargee and will provide that any loss shall be payable to the Chargee as their interest may appear, subject to the standard form of mortgage clauses approved by the Insurance Bureau of Canada. The above referenced policies shall provide that the Chargee shall receive thirty (30) days' prior written notice of cancellation or material change to the policies. The Chargor will furnish to the Chargee or its solicitors, prior to the advance of any funds, original or certified copies of insurance policies providing the above coverages. Evidence of policy renewal or satisfactory replacement must be provided annually at least (30) days before expiry of the policy.

If the Chargor fails to comply with the insurance obligations herein, the Chargee may take out insurance which it deems adequate, and the Chargor shall pay to the Chargee, on demand, all sums paid for that purpose plus accrued interest up to the reimbursement date at the rate payable hereunder.

In the event of a loss, the Chargor shall immediately advise the Chargee and shall not undertake any repairs or renovations without the consent of the Chargee. The Chargor acknowledges and agrees that any insurance monies received may, at the option of the Chargee, be applied in rebuilding, re-instating, or repairing any building, or be paid to the Chargor, or be applied in the sole discretion of the Chargee, in full or in part against the amounts due hereunder or any part thereof, whether due or not then due, or paid partly in one way and partly in another.

UNDERTAKINGS

In the event that an Event of Default has occurred with respect to any of the terms of any undertakings delivered to the Chargee in consideration of the advance of funds under this Charge, or thereafter or with respect to any covenant contained in these additional provisions and in any of the other Security Documents, such default, at the option of the Chargee, will be an Event of Default under this Charge and entitle the Chargee to all of its remedies hereunder, the Security Documents and at law, including, the acceleration of the Indebtedness without further notice to the Chargor.

AMENDMENT TO STANDARD CHARGE TERMS

Section 24 of Standard Charge Terms 200033 is hereby deleted.

SECURITY FOR INDEBTEDNESS AND OBLIGATIONS

This Charge is given as continuing security for the liability and obligations of the Chargor to the Chargee pursuant to the Commitment, hereunder and under all other Security Documents, including without limitation all of the following: (i) all performance and payment obligations of the Chargor to the Chargee, including payment of the Indebtedness, as provided herein, the Commitment, or the Security Documents; and (ii) all other obligations of the Chargor to the Chargee, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, absolute or past, contingent, extended or renewed, material or not, due or to become due, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Chargor is bound alone or with another or others, including all Indebtedness and amounts due of any kind arising hereunder, the Commitment, or the other Security Documents and all Costs, including any and all advances, costs or expenses paid or incurred by Chargee to protect any or all of the security granted herein, the Commitment or the Security Documents, to perform any obligations of the Chargor hereunder, under the Commitment or under any other Security Documents, and interest at the interest rate set forth herein, on all of the foregoing.

EXPROPRIATION

If the Charged Property or any part thereof shall be expropriated under any Applicable Laws granting the power of expropriation, the Indebtedness remaining unpaid, shall, at the sole option of the Chargee, forthwith become due and payable, together with any prepayment charges provided for herein. In any event, all the proceeds of any expropriation of the Charged Property or any part thereof shall be paid to the Chargee, at its option, in priority to the claims of any other party.

WARRANTIES, REPRESENTATIONS AND COVENANTS

Each Covenantor represents, warrants to and covenants with the Chargee that:

(a) Organization, Power and Authority

Each Covenantor, as applicable, (i) if it is a corporation, is a duly organized and validly existing corporation under the laws of its jurisdiction; (ii) has full power, authority and legal right to own the Charged Property 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, property and assets or the nature of its activities makes such licensing, registration or qualification necessary or desirable; (iii) has full power, authority and legal right to enter into each of the Security 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; (iv) has taken all necessary action and proceedings to authorize the execution, delivery and performance of the Security Documents to which it is a party and to observe and perform the provisions of each in accordance with its terms; and (v) 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.

(b) Enforceability of Security Documents

The Security Documents executed by each or any Covenantor, constitute valid and legally binding obligations of each Covenantor, enforceable against them in accordance with their terms, and are not subject to any right of rescission, right of set-off, counterclaim or defence of any nature or kind. Neither execution and delivery of the Security Documents, nor compliance with the terms and conditions of any of them (i) has resulted or will result in a violation of the constating documents governing any Covenantor, include any unanimous shareholders' agreement, or any resolution passed by the board of directors, shareholders or partners, as the case may be, of any Covenantor, (ii) has resulted or will result in a breach of or constitute a default under Applicable Laws or any agreement or instrument to which any Covenantor is a party or by which any Covenantor or the Charged Property or any part thereof is bound, or (iii) requires any approval or consent of any Person except such as has already been obtained.

(c) Title

The Chargor has good and marketable title in fee simple to the Charged Property free and clear of all Liens except Permitted Encumbrances and the Lien of this Charge. The Chargor is the sole legal and beneficial owner of the Charged Property. The Chargor shall defend title to the Charged Property for the benefit of the Chargee from and against all actions, proceedings and claims of all Persons. No Person has any option, right of first refusal or other right to acquire the Charged Property or any part thereof or interest therein.

(d) Priority

This Charge and the other Security Documents are and shall be a valid first Lien or Liens on the Charged Property at all times, subject only to the Permitted Encumbrances consented to by the Chargee.

(e) Litigation

No Covenantor has any judgments or orders of any court of tribunal outstanding against it. There is no litigation, administrative proceeding, investigation or other legal action or claims (including any proceeding under any applicable bankruptcy or insolvency laws) pending or, to the knowledge of each Covenantor, threatened, against the Charged Property or any Covenantor, including any dispute between any Covenantor and any governmental authority affecting any Covenantor or the Charged Property. Upon becoming aware of any such matters, the Covenantor shall promptly notify the Chargee of same and shall provide the Chargee with reasonable information in respect thereof as the Chargee may require from time to time, provided that in doing so, the Covenantor shall not be deemed to have cured the fact that its representation set out in this Subsection has become incorrect.

(f) Rights of Way, Easements, Permits, Services and Access

The Chargor has obtained and shall maintain in good standing at all times all rights of way, easements, grants, privileges, licenses, certificates, permits, approval entitlements, franchises and other similar property and rights necessary for the lawful construction, occupancy, operation and use of the Charged Property. The Charged Property has unrestricted and unconditional rights of access to public highways at all existing access points and is served by all services and utilities necessary or convenient to the full use and enjoyment of the Charged Property. All such services and utilities are located in the public highway(s) abutting the Lands, and are connected so as to serve the Charged Property without passing over other property, except to the extent such other property is subject to a perpetual easement for such utility benefiting the Charged Property. All roads necessary for the full utilization of the Charged Property for its current purpose have been completed and dedicated to public use and accepted by all governmental authorities.

(g) Operation and Maintenance

The Chargor shall diligently maintain, use, manage, operate and repair the Charged Property in a good, safe and insurable condition in accordance with all Applicable Laws, and all Property Agreements, any encumbrances on title such as easements, agreements, restrictions and the like so as to preserve and protect the Charged Property and maximize the earnings, incomes, Rents, issues and profits therefrom. The Chargor has complied and will hereafter at all times comply with all of its obligations under the Property Agreements, any encumbrances on title such as easements, agreements, restrictions and the like and all other permitted Liens and agreements relating to the Charged Property. The Chargor shall promptly make all necessary repair and replacements to the Charged Property. All repairs, replacements and work required under the Security Documents, or otherwise, shall be made in a good and workmanlike manner, shall (if applicable) be of equal or better in quality to the original work, shall be free of all Liens and shall comply with all Applicable Laws and Property Agreements. The Chargor shall preserve and keep in full force and effect its corporate status, franchises, rights and privileges under the laws of the jurisdiction of its formation, and all qualifications, licenses and permits applicable to the ownership, use and operation of the Charged Property.

(h) Compliance with Law

The Charged Property, including the construction thereof, complies with all Applicable Laws, any encumbrances on title such as easements, agreements, restrictions and the like and all Property Agreements. The present use and location of the Improvements are legal conforming uses under all Applicable Laws. No Improvements have been made or removed from the Lands since the date of the survey of the Lands and Improvements delivered by the Chargor prior to the Loan advance and such survey accurately shows the location of all Improvements. The Chargor shall not change the use of the Charged Property, abandon the Charged Property, commit or permit any waste on or of the Charged Property, apply for or consent to any public restriction (including any zoning by-law or amendment or minor variance) or private restriction, or permit the removal of any Improvements or Fixtures from the Charged Property (other than a tenant's improvements removable by a tenant in accordance with its Lease).

The Charged Property is free of structural defects, and all building systems contained therein are in good working order and repair subject to ordinary wear and tear. No proceedings have been commenced or, to the Chargor's knowledge are contemplated with respect to the expropriation of all or any portion of the Charged Property or for the relocation of roadways providing access to the Charged Property.

(i) Full and Accurate Disclosure

None of the Security Documents, Property Agreements, representations, warranties, information, and other documents and materials provided by or on behalf of any Covenantor to the Chargee now, heretofore, or hereafter until the repayment in full of the Indebtedness, contains or shall contain any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. No statement of fact now made or shall be made by or on behalf of any Covenantor in this Charge or in any of the other Security Documents contains or shall contain any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to any Covenantor which has not been disclosed to the Chargee which adversely affects, nor as far as any Covenantor can foresee, might adversely affect, the Charged Property or the business, operations or condition (financial or otherwise) of the Chargor.

(j) Financial Statements

The financial statements and net worth statements (if any) delivered by each Covenantor to the Chargee in connection with the Loan are true, correct and accurately reflect in all material respects the financial condition of each Covenantor, and no change, event, or

condition has occurred since the date of preparation to the date of the Loan advance which has had, or is reasonably likely to have, a material adverse effect on any of the Covenantors or the Charged Property. Except as disclosed in such financial statements and net worth statements, there are no liabilities (fixed or contingent) affecting the Charged Property or the Chargor. The Chargor shall furnish to the Chargee:

- (i) within 15 days before each anniversary date of the Loan advance, a detailed rent roll and detailed operating statement (showing yearly activity and year-to-date) stating operating revenues, operating expenses, operating income and net cash flow for the preceding calendar year; and
- (ii) within 120 days after the end of each fiscal year of the Chargor's operation of the Charged Property, the Chargor shall furnish to the Chargee a current (as of the end of such fiscal year) balance sheet, a detailed rent roll and a detailed operating statement stating operating revenues, operating expenses, operating income and net cash flow for each of the Covenantors and the Charged Property, prepared on a review engagement basis and certified by an independent public accountant reasonably satisfactory to the Chargee.

All financial statements shall be in scope and detail reasonably satisfactory to the Chargee and certified by the chief financial representative of the Chargor. All financial statements shall be prepared in accordance with generally accepted accounting principles in Canada in effect on the date so indicated and consistently applied (or such other accounting basis reasonably acceptable for the Chargee). The Chargor shall deliver to the Chargee such additional information regarding the Chargor, its subsidiaries, its business, any Covenantor and the Charged Property promptly after the Chargee's request therefor. The Chargor shall permit the Chargee to examine such records, books and papers of the Chargor which reflect upon its financial condition and the income and expenses of the Charged Property.

The Chargor has filed all federal, provincial and municipal tax returns required to be filed and have paid or made adequate provision for the payment of all federal, provincial and municipal taxes, charges and assessments payable by the Chargor. The Chargor believes that its tax returns properly reflect the income and taxes of the Chargor for the periods covered thereby, subject only to reasonable adjustments required by the Canada Revenue Agency or other applicable tax authority upon audit. As of the date of the Loan advance, the Chargor has no liability (fixed or contingent) for any taxes, surtaxes, duties, rates, and other similar charges or statutory trusts imposed by Applicable Laws or any governmental authority (including all related interest, penalties and fines), except as reflected in its financial statements delivered to the Chargee.

EVENTS OF DEFAULT

Each of the following shall constitute an "Event of Default" under this Charge:

- (a) the failure of any of the Covenantors to pay any principal, interest or other amount due under the Security Documents when due, or the Covenantors' failure to pay the Loan at the Balance Due Date, or upon acceleration or otherwise;
- (b) any of the Covenantors default in performing or observing any covenant or obligation on its part to be observed and performed in this Charge or in any of the other Security Documents;
- (c) any representation or warranty of any Covenantor in any of the Security Documents or in the Loan application and any document or material provided in connection therewith including any financial statement, rent roll or data at any time delivered by or on behalf of any Covenantor in connection with the Loan is or becomes incorrect or misleading in any material respect;
- (d) any enforcement action (an "**Enforcement Action**") of any kind is taken by a third party or a subsequent mortgagee including: the commencement of power of sale, foreclosure or other judicial or private sale proceedings, appointing or applying for, or obtaining or

- consenting to the appointment of, a receiver, a manager or a receiver and manager or other person having similar powers in respect of the Chargor or all or any part of the Charged Property, taking possession or control of all or any part of the Charged Property, giving notice of default, notice of intention to enforce security, or undertaking, commencing, giving notice of or taking any action or proceeding seeking payment or recovery of all or any part of any indebtedness owed to such third party or damages in lieu thereof, or accepting a transfer of any property in lieu of foreclosure, or the exercise of any other rights or remedies available to a creditor under its security or otherwise at law or in equity, including without limitation, the acceleration of debt, or the commencement of any proceedings seeking the dissolution, liquidation, winding up or termination of any Covenantor, or any participation in or any actions in furtherance of the foregoing;
- (e) or a resolution is passed or an order is made for the dissolution, liquidation, winding-up or termination of any Covenantor or other cancellation or suspension or its incorporation or termination of its existence;
 - (f) a decree or order of a court of competent jurisdiction is sought to adjudge any Covenantor a bankrupt or insolvent or any petition is filed seeking the winding-up, reorganization, reconstruction or arrangement of any Covenantor under the CCAA, the BIA or the Winding-Up and Restructuring Act (Canada)(the “WURA”) or any other bankruptcy, insolvency or analogous laws or issuing sequestration or process of execution against any Covenantor or against all or any part of the assets of any Covenantor or seeking the winding up or liquidation of its affairs, or appointing a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator or other person with similar powers of any Covenantor or all or any part of its assets;
 - (g) any Covenantor becomes insolvent, commits an act of bankruptcy, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the BIA or any other comparable law, seeks relief under the CCAA, the WURA or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal in bankruptcy, 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 part of its assets, or files a petition or application or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditor’s rights or consents to, or acquiesces in, the filing of such petition;
 - (h) any party brings an application seeking the appointment of a receiver, receiver-manager or receiver and manager of any Covenantor of any material part of its properties, assets or undertakings, or if any such party is appointed in respect of any Covenantor;
 - (i) any Person takes any Enforcement Action in respect of the Charged Property or any other property of any Covenantor, or any distress or analogous process is levied upon any Covenantor;
 - (j) all or any part of the Charged Property becomes subject to any Lien not consented to by the Chargee in writing or if consented to there is default by any Covenantor under any other encumbrances, Liens or security agreements;
 - (k) a judgment or order for the payment of money due shall have been obtained or entered or any writ of execution, distress, attachment or other similar process shall have been issued or levied against any Covenantor in an amount which, in the opinion of the Chargee could materially and adversely affect the ability of such Covenantor to fulfill its obligation to the Chargee to repay the Indebtedness or under any of the Security Documents;
 - (l) any fact, circumstance, event, change or effect occurs or arises that, individually or in aggregate with any other facts, circumstances, events, changes, effects or occurrences, has a material adverse effect on (i) the business, assets, liabilities, results of operation or

financial condition of any Covenantor or (ii) the condition or value of the Charged Property;

- (m) any part of the Charged Property is condemned or expropriated;
- (n) if the Charged Property contains a condominium unit and any Covenantor fails to pay any common expenses or special assessments as and when due or fails to observe and comply with the *Condominium Act*, the Condominium Declaration, By-Laws or any rules and regulations of the condominium corporation;
- (o) if the Tarion registration of the Chargor or of any other Person having the Tarion registration in respect of the Project is revoked or cancelled;
- (p) if the Chargor or any related entity defaults under any construction contract or any other material agreement related to the Charged Property, including any Property Agreements;
- (q) if the Chargor is in breach or default under any of the Permitted Encumbrances;
- (r) if the Chargor enters into any contracts with contractors for the Project after the date of the Commitment which does not contain the specific wording " The Contractors/Suppliers lien rights arise and expire on a lot by lot basis";
- (s) if the Chargor fails to remit all the deposits in excess of \$1,720,000.00 received to the solicitor appointed or approved by the Chargee;
- (t) any other event of default occurs under any other of the Security Documents;

REMEDIES

In addition to any other remedies contained herein or in any of the other of the Security Documents or as may be available at law or in equity the Chargee shall have the remedies hereinafter set forth.

Acceleration

Upon an Event of Default, the entire Indebtedness shall, at the option of the Chargee in its sole discretion, immediately become due and payable, with interest thereon at the Interest Rate to the date of actual payment thereof, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, each of which are hereby expressly waived, and all the Chargee's rights and remedies under this Charge, the other Security Documents, and otherwise at law and in equity shall immediately become enforceable.

Power of Sale

Upon the Chargee's rights and remedies hereunder becoming enforceable for at least fifteen (15) days, on at least thirty-five (35) day's notice in writing given to the Chargor, the Chargee may enter on and lease or sell the Charged Property or any part thereof by public auction or private sale and on such terms as to credit and otherwise as may appear to it most advantageous, and for such price as can be reasonably obtained therefor. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. The Chargee shall be entitled to buy in or rescind or vary any contract for sale of any of the Charged Property, and resell without being answerable for any loss occasioned thereby. In the case of a sale on credit, the Chargee shall only be accountable for monies actually received in cash as and when so received. For such purposes, the Chargee may make and execute all agreements and assurances which it shall think fit. The purchaser shall in no case be bound to enquire whether notice of intention to sell has been given or default made, or otherwise as to the regularity or validity of any sale made hereunder, and any sale by the Chargee shall be valid as regards the purchaser and shall not in any way be affected thereby. The Chargee shall be entitled to apply the proceeds of any sale hereunder first in payment of all Costs, charges and expenses incurred in respect of such sale, as more particularly described below, and secondly in payment of all amounts of interest and principal owing hereunder, in such order as the Chargee may select. If any surplus remains after the Chargee has fully satisfied its claims, such surplus shall be paid to the party then entitled by law to receive

such surplus, or into court. The powers conferred on the Chargee hereunder are in addition to and not in limitation of any other rights or powers of the Chargee under this Charge, or at law or in equity.

The costs of any sale proceedings or other Enforcement Action hereunder, whether such sale proves abortive or not, including all commissions and other fees payable to real estate agents and brokers in connection with any such sale, and all Costs, charges and expenses (including, without limitation, legal fees on a full indemnity basis) incurred in respect of the Charged Property, which the Chargee shall be entitled to do, or in taking, recovering or keeping possession of the Charged Property, or in enforcing the remedies of the Chargee under this Charge, or by reason of non-payment or in procuring payment of the monies hereby secured, shall be added to the Indebtedness and bear interest at the Interest Rate provided for in this Charge as well after as before maturity, and shall be a charge on the Charged Property and shall be payable immediately with interest as aforesaid, and in default of payment, may be paid from the proceeds of any sale of the Charged Property.

Possession

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee may enter into and take possession of the Charged Property and shall be entitled to:

- (a) have, hold, use, occupy, possess and enjoy the Charged Property without let, suit, hindrance, interruption or denial of the Chargor or any other Person;
- (b) maintain, repair and complete the construction of the Improvements;
- (c) inspect, manage, take care of, collect Rents and lease the Charged Property or any part thereof for such terms and for such Rents (which may extend beyond the Balance Date) and on such conditions and provisions (including providing any leasehold improvements and tenant inducements) as the Chargee may determine in its sole discretion, which Leases shall have the same effect as if made by the Chargor; and
- (d) pay from the Rents received all expenses of maintaining, preserving, protecting and operating the Charged Property, making any additions and replacements thereto and all charges payment of which may be necessary to preserve or protect the Charged Property and the Chargee shall have and enjoy and may exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation power to advance its own monies at the interest rate chargeable hereunder and to enter into contracts and undertake obligations for the foregoing purposes upon security hereof,

and all Costs, charges and expenses incurred by the Chargee in the exercise of such rights (including allowances for the time, service or effort of any person appointed by the Chargee for the above purposes, and all legal fees and disbursements incurred and all commissions and other fees payable to real estate agents and brokers in connection with any lease), together with interest thereon at the interest rate chargeable hereunder, shall be payable forthwith by the Chargor to the Chargee, and until paid shall be added to the Indebtedness and shall be secured by this Charge. Each lease or renewal of lease made by the Chargee while in possession of the Charged Property shall continue for its full term notwithstanding the termination of the Chargee's possession. The Chargee shall not be liable for any loss or damage sustained by the Chargor or any other person resulting from any lease entered into by the Chargee, any failure to lease the Charged Property, or any part thereof, or from any other act or omission of the Chargee or any receiver in managing the Charged Property, nor shall the Chargee be obligated to perform or discharge any obligation or liability of the Chargor under any Lease, Security Documents or otherwise at law or in equity.

Exercise Rights of Chargor; Distraint

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee shall have, enjoy and exercise of all the powers and rights of and enjoyed by the Chargor with respect to the Charged Property or incidental, ancillary, attaching or deriving from the ownership by the Chargor of the Charged Property, including without limitation the powers of the receiver hereinbefore set out and the power to enter into agreements, to grant or agree to mortgages and other encumbrances,

and to grant or reserve easements, rights-of-way, rights in the nature of easements and licences, in each case over or pertaining to the whole or any part of the Charged Property. If the Chargor shall make default in payment of any part of the interest payable under this Charge at any of the dates or times fixed for payment thereof, it shall be lawful for the Chargee to distrain therefor upon the Charged Property or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the Charged Property, so much of such interest as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. The Chargee may distrain for arrears of principal or other monies owing hereunder in the same manner as if the same were arrears of interest.

Chargee's Right to Perform Obligations

If the Chargor shall fail, refuse or neglect to make any payment or perform any act required by the Security Documents, then while any Event of Default exists, and without notice to demand upon the Chargor and without waiving or releasing any other right, remedy or recourse the Chargee may have because of such Event of Default, the Chargee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of the Chargor, and shall have the right to enter upon the Charged Property for such purpose and to take all such action thereon and with respect to the Charged Property as it may deem necessary or appropriate. If the Chargee shall elect to pay any sum due with reference to the Charged Property, the Chargee may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Security Documents, the Chargee shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, action, claim or charge before making an advance for the purpose of preventing or removing the same. The Chargor shall indemnify the Chargee for all Costs, losses, expenses, damages, claims and causes of action, including legal fees (on a full indemnity basis), incurred or accruing by reason of any acts performed by the Chargee pursuant to these provisions. All sums paid by the Chargee pursuant to this section, and all other sums expended by the Chargee to which it shall be entitled to be indemnified, together with interest thereon at the interest rate charged herein from the date of such payment or expenditure until paid, shall be added to the Indebtedness, shall be secured by the Security Documents and shall be paid by the Chargor to the Chargee upon demand.

Concurrent Remedies

The Chargee may exercise all remedies provided for in this Charge or otherwise at law or in equity concurrently or in such order and at such times as it may see fit and will not be obligated to exhaust any right or remedy before exercising any of its other rights or remedies pursuant to any other provisions contained in this Charge, any other Security Documents or otherwise at law or in equity.

Remedies Cumulative

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Chargee hereunder or under any other of the Security Documents or instruments executed pursuant to the Commitment are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity, and any single or partial exercise by the Chargee of any right or remedy for a default or breach of any term, covenant, condition or agreement contained herein, in the Security Documents or other documents or instruments executed pursuant to the Commitment shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Chargee may be lawfully entitled for such default or breach. Any waiver by the Chargee of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein, in the Security Documents or other documents or instruments executed pursuant to the Commitment or the Security Documents and any indulgence granted, either expressly or by course of conduct, by the Chargee shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Chargee hereunder, in the Security Documents or other documents or instruments executed pursuant to the Commitment as a result of any other default or breach hereunder or thereunder. In the event of a conflict or inconsistency between the application of any of the rights and remedies contained herein and the application of any of the rights or remedies of any of the other Security Documents, the provisions giving the

Chargee the greater rights or remedies shall govern (to the maximum extent permitted by applicable law), it being understood that the purpose of this Charge and any of the other Security Documents is to add to, and not detract from, the rights granted to the Chargee under the Security Documents. The Chargee in its exercise of its rights and remedies may proceed to exercise any and all rights hereunder, under the Security Documents, and as available at law and no such remedy for the enforcement of the rights of the Chargee shall be exclusive of, or dependent on, any other remedy, but any one or more of such remedies may from time to time be exercised independently or in combination.

Judgments

The taking of a judgment or judgments against the Chargor or any of the other Covenantors for breach of its obligations contained in this Charge or any other Security Document will not merge or extinguish such obligations or affect the Chargee's rights to interest on the Indebtedness at the interest rate chargeable hereunder. Any such judgment may provide that interest thereon will be computed at the interest rate chargeable hereunder until such judgment is fully paid and satisfied.

Extension of Time and Waiver

Neither any extension of time given by the Chargee to the Chargor or any of the other Covenantors or any person claiming through the Chargor, nor any amendment to this Charge or other dealing by the Chargee with a subsequent owner of the Charged Property will in any way affect or prejudice the rights of the Chargee against the Chargor or any other Covenantor or other persons liable for payment of the Indebtedness. The Chargee may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Chargee will extend to, or affect, any subsequent Event of Default or the rights of the Chargee arising from such Event of Default. Any such waiver must be in writing and signed by the Chargee. No failure on the part of the Chargee or the Chargor to exercise, and no delay by the Chargee or the Chargor in exercising, any right pursuant to this Charge will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right.

No course of dealing on the part of the Chargee, its officers, employees, consultants or agents, nor any failure or delay by the Chargee with respect to exercising any right, power or privilege of the Chargee under any of the Security Documents, shall operate as a waiver thereof. No waiver of any provision of the Security Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Release

The Chargee may release in its discretion and at any time any of the Covenantors or any part or parts of the Charged Property from all or any part of the Indebtedness or the security either with or without any consideration and without releasing any other part of the Charged Property or any other of the Covenantors or other person from this Charge, any of the other Security Documents or from any of the covenants contained in this Charge or any of the other Security Documents, and without being accountable to the Chargor for the value of the Charged Property released or for any money except that actually received by the Chargee. Every part or lot into which the Charged Property is or may hereafter be divided will stand charged with the entire Indebtedness. The Chargee may grant time, renewals, extensions, indulgences, releases and discharges, may take securities from and give the same up, may abstain from taking securities from or from perfecting securities, may accept compositions and proposals, and may otherwise deal with the Chargor and all of the other Covenantors and securities as the Chargee may see fit without prejudicing the rights of the Chargee under the Loan or the Security Documents.

MISCELLANEOUS

General Indemnity

The Chargor shall protect, defend, indemnify and save harmless the Chargee its shareholders, directors, officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable legal fees and expenses), imposed upon or incurred by or asserted against the Chargee by reason

of (a) ownership of the Charge, the Charged Property or any interest therein or receipt of any Rents; (b) any accident, injury to or death of persons or loss of or damage to the Charged Property occurring in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; (c) any use, non-use or condition in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; and (d) performance of any labour or services or the furnishing of any materials or other property in respect of the Charged Property or any part thereof. Any amounts payable to the Chargee by reason of the application of this section shall become immediately due and payable and shall bear interest at the interest rate chargeable hereunder from the date loss or damage is sustained by the Chargee until paid.

Time of the Essence

Time is of the essence with respect to this Charge.

Waivers

No course of dealing on the part of the Chargee, its officers, employees, consultants or agents, nor any failure or delay by the Chargee with respect to exercising any right, power or privilege of the Chargee under the any of the Security Documents, shall operate as a waiver thereof. No waiver of any provision of the Security Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Governing Law

This Charge and the Security Documents shall be governed by and construed in accordance with the laws of the Province in which the Charged Property is located and the applicable laws of Canada.

Successors and Assigns

This Charge shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and permitted 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.

Currency

All dollar references in this Charge are expressed in Canadian dollars.

Obligations as Covenants

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

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 Land Registration Reform Act (Ontario) (the "Act"), which covenants are hereby replaced by the covenants and agreements contained herein.

Electronic Imaging

The parties hereto agree that, at any time, the Chargee may convert paper records of the Security Documents and all other documentation delivered to the Chargee (each, a "**Paper Record**") into electronic images (each, an "**Electronic Image**") as part of the Chargee's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

Severability

If any one or more of the provisions contained in this Charge shall for any reason be held by a court or 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.

NO RELEASE OF COVENANTS UPON PARTIAL DISCHARGE OF MORTGAGE

In the event that one of the properties secured hereunder is partially discharged by the Chargee, such partial discharge shall not release the owner of such discharged property from his/her/its/their its covenants, including the covenant to pay the Indebtedness, contained in this Charge or in any of the other Security Documents which shall remain in full force and effect until the Indebtedness is repaid in full. This clause shall not confer any rights to the Chargor to obtain a partial discharge of this Charge except as may be otherwise set forth in this Charge.

BLANKET MORTGAGE

The Chargor hereby acknowledges and agrees that the Indebtedness secured herein shall be secured by all of the Lands described under Properties field in the electronic Charge/Mortgage of Land to which this Schedule is attached.

For the purposes hereof each of the parcels of land designated by the Land Titles Office in which this Charge is registered with an individual PIN Number shall herein be referred to as a "Parcel" and all of the Parcels of land shall be collectively referred to as the "Lands".

AND THAT:

- (a) The Charge herein shall be registered against the Lands;
- (b) Each of the Parcels shall be charged with the whole of the principal sum secured herein together with all interest and costs payable hereunder;
- (c) The Chargor agrees notwithstanding anything herein to the contrary, there is no right in the Charge nor shall the Chargor be entitled to require that the principal be apportioned in respect of any of the Parcels;
- (d) The Chargor hereby agrees that each Parcel shall be the principal security for the entire principal sum secured herein;

The Chargee shall in the event of default be free to realize in its sole discretion upon any Parcel or Parcels in any order without prejudice to realizing upon any other Parcels from time to time.

Any and all remedies pursued by the Chargee against any one of the Parcels shall not release, diminish, alter or exhaust the Chargee's rights against any of the other Parcels.

PARTIAL DISCHARGES

Provided the Chargor is not in default, the Chargor shall be entitled to obtain a partial discharge for each individual dwelling unit/lot (subject to compliance with the Planning Act) upon payment to the Chargee of the greater of (i) full net sales proceeds (as hereinafter defined), or (ii) 85% of the appraised value of the completed individual dwelling as set forth in the appraisal report obtained prior to the funding of the subject Loan; and upon payment to the Chargee of a funding and administration fee of \$3,600.00 payable at the rate of \$200.00 per dwelling with the last discharge, plus all applicable Administration Fees, plus legal fees.

For the purposes hereof "net sales proceeds" mean the sale price of each individual dwelling less: (i) realty commissions in an amount commensurate with prevailing commission rates for such transactions; (ii) related deposits used in the Project and (iii) reasonable legal fees for conveyancing on the sales transactions only. Furthermore, the aforesaid fees, or so much thereof as has not been paid, shall be payable to the Chargees in any of the following circumstances:

- a) the sale by the Chargee of the property or any of the units under power of sale, judicial sale or otherwise;
- b) the sale by any receiver or receiver and manager of the property or any of the units whether by Court Order or otherwise; or
- c) the sale of any of the lots in bulk by the Chargor.

LETTERS OF CREDIT

WITHOUT restricting the generality of the foregoing, the parties hereto acknowledge and agree that this Charge shall, inter alia, stand as good and valid security with respect to any letters of credit issued or arranged by the Chargee in favour of any governmental authorities or any third parties as the Chargor may request or direct from time to time and that the total amount as set out in any said Letter of Credit shall be deemed to have been advanced and fully secured hereunder from the date of the issuance of said Letter of Credit, regardless of when such Letter of Credit is called upon by the holder thereof, and the covenants of the Chargor and Guarantors herein shall apply to all advances made under the Letter of Credit by the Chargee from time to time.

In the event that any such Letters of Credit are outstanding when the Loan has been repaid in full, the Chargee shall not be required to provide a complete discharge of this Charge until such time as all such Letters of Credit are cash collateralized by the Chargor in amounts satisfactory to the Chargee and the original Letter(s) of Credit have been returned to the applicable financial institution.

Electronic Execution: The words “execution,” “signed,” “signature,” and words of like import in the Security Documents shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act (Canada)*, the *Electronic Commerce Act, 2000 (Ontario)* and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada or its Uniform Electronic Evidence Act, as the case may be. The parties hereto agree to close the within transaction with all Security Documents to be delivered with electronic signatures.

ABUTTING LANDS

When the law would make the security under the within Charge invalid because the Chargor has an interest in abutting lands, the Chargor hereby grants mortgages and charges its interest in any and all abutting lands that must be included in the Charge to make the within Charge and the security valid to the Chargee, together with all rights that go along with such abutting lands. The Chargor agrees with the Chargee that the charging of its interest in any abutting lands constitutes and equitable charge on any such abutting lands which has been given simultaneously with the within Charge. The Chargor hereby covenants to provide the Chargee at the Chargor’s request with such further mortgage documentation in the Lands and any abutting lands as the Chargee may require to ensure that the within Charge and the security thereunder is valid under the provisions of the Planning Act, Ontario.

CONSTRUCTION AND SERVICING PROVISIONS

DEFINITIONS

Unless the context requires otherwise, in addition to the terms defined elsewhere herein, the following words or expressions shall have the following meanings:

- a) "**Approved Budget**" means the detailed budget of the total costs (hard and soft) required to service and construct the Project, prepared at the request of the Chargor and submitted to the Construction Cost Consultant for their review and approval and subsequently approved by the Chargee;

- b) “**Advances**” includes the gross amount of that portion of the Principal Amount advanced by the Chargee from time to time hereunder and shall include any Advances made by the Chargee on account of a default by the Chargor;
- c) “**Chargee**” means FIRM CAPITAL MORTGAGE FUND INC. and also has the same meaning as the word “Mortgagee”.
- d) “**Chargor**” means STATEVIEW HOMES (HAMPTON HEIGHTS) INC. and also has the same meaning as the word “Mortgagor”.
- e) “**Charged Lands**” means the lands and premises described in this Charge/Mortgage and the improvements thereon;
- f) “**Construction Cost Consultant**” means, for the construction of the units/houses on the Charged Lands, Altus Group or its replacement. The Chargee shall have the right to terminate the Construction Cost Consultant appointed from time to time;
- g) “**Servicing Cost Consultant**” means, for the servicing of the Charged Lands, the Project Engineer or such other professional selected by the Chargor and approved by the Chargee, or his/its replacement. The Chargee shall have the right to terminate the Servicing Cost Consultant appointed from time to time.
- h) “**Site Servicing Hard Cost Facility**” has the meaning ascribed thereto in the Commitment and is referable to the servicing of all of the Charged Lands;
- i) “**Cost Overruns**” or “**Cost Overrun**” means the amount by which the actual project costs exceed the project costs approved pursuant to the Approved Budget;
- j) “**House Construction Hard Cost Facility**” has the meaning ascribed thereto in the Commitment and is referable to the construction of [set out number and type of units] on the Charged Lands, as described in the Commitment;
- k) “**Project**” means the servicing of 18 lots and the construction of 18 detached single family dwellings, on the Charged Lands, as described in the Commitment.
- l) “**Segregated Account**” means the single-purpose bank account for the Project to be set up and maintained by the Chargor and held in trust for the benefit of the Chargee and to be kept separate and apart from all funds, bank accounts and property of the Chargor not related to the Project;
- m) “**Single Purpose Entity**” means a corporation, partnership or limited partnership, existing under the laws of Canada or a province thereof that:
- (i) is formed or organized solely for the purpose of acquiring and directly holding an ownership interest in the Project;
 - (ii) does not engage in any business unrelated to the ownership and operation of the Project;
 - (iii) does not own any assets (including, without limitation, the shares or other securities of any other corporation) other than an interest in the Project or related assets and has no liabilities, debts or obligations (whether actual, contingent or otherwise) except those relating exclusively to the Project; and
 - (iv) holds itself out as being a person separate or apart from any other person.

ADVANCES

The Commitment provides for staged advances of the monies secured hereunder; and notwithstanding anything to the contrary contained herein or in any prior or subsequent oral or written agreement between the parties, the parties hereto hereby covenant, agree and acknowledge that neither the delivery of any Commitment by the Chargee to the Chargor, nor the

execution, nor the registration of this Charge nor the advancement in part of the monies hereby secured shall bind the Chargee in law or in equity thereof, but that the advance of the monies hereby secured or any part thereof is to be made from time to time, in such manner and at such time and in such amounts as the Chargee in its sole exclusive discretion may from time to time determine and it is to be clearly understood that the Chargee is not bound to make any Advance hereunder and may at any time refuse to make Advances hereunder.

Without limiting the generality of the foregoing, it is acknowledged and agreed by the Chargor that all Advances are subject to holdbacks hereinafter provided for.

1. Prior to the Chargee making the initial advance of the Advances which are on account of the Site Servicing Hard Cost Facility, the Chargor shall satisfy the preconditions set forth in the Commitment and shall supply or cause to be supplied to the Chargee the following and thereafter such of the following as may be applicable from time to time:

- a) a detailed and accurate list of all of the names and addresses of all contractors, subcontractors and trades who are to perform servicing in respect of the Charged Lands together with true copies of all contracts entered into with the said parties which contracts shall be approved by the Chargee;
- b) true copies of all engineering drawings and plans (which shall be signed, sealed and dated), as well as a set of plans with the approval of the Building Department, endorsed thereon;
- c) a detailed budget, (inclusive of the Chargor's cost of the borrowing) setting forth all costs, required to be expended to complete the servicing of the Project, which budget shall have been reviewed by the Servicing Cost Consultant. The Servicing Cost Consultant shall certify to the Chargee that the budget is a reasonable accurate projection of the cost to complete the servicing of the Project and same to be approved by the Chargee; and
- d) evidence of Tarion Warranty Corporation (“**Tarion**”) registration in respect of the Chargor and evidence of Tarion enrolment for each unit/house.

2. Prior to the Chargee making the initial advance (other than the land closing advance) of the Advances which are on account of the House Construction Hard Cost Facility, the Chargor shall supply or cause to be supplied to the Chargee the following and thereafter such of the following as may be applicable from time to time:

- a) a detailed and accurate list of all of the names and addresses of all contractors, subcontractors and trades who are to perform construction in respect of the Charged Lands together with true copies of all contracts entered into with the said parties which contracts shall be approved by the Chargee;
- b) true copies of all architectural drawings and plans (which shall be signed, sealed and dated), as well as a set of plans with the approval of the Building Department, endorsed thereon;
- c) a detailed budget, (inclusive of the Chargor's cost of the borrowing) setting forth all costs, required to be expended to complete the construction of the Project including hard and soft costs, which budget shall have been reviewed by the Construction Cost Consultant. The Construction Cost Consultant shall certify to the Chargee that the budget is a reasonable accurate projection of the cost to complete the construction of the Project and same to be approved by the Chargee;
- d) Building Permits for the construction of each unit/house to be constructed on the Charged Lands, as described in the Commitment.

3. Prior to each subsequent advance, the Chargor shall supply to the Chargee or to its solicitors or cause to be supplied to them the following:

- a) A Certificate of the Chargor setting out the actual costs of every nature and kind incurred by the Chargor for the Project from the last Advance to date of current Advance and provide the Chargee with true copies of all invoices in respect of the Project;

- b) Certificates of the Construction Cost Consultant and the Servicing Cost Consultant setting out the valuation of all work completed at that time in respect of the Project and the estimated cost to complete the Project, hard as well as soft costs together with a progress report as to the status of the Project at that time;
- c) an original up to date survey showing the location of the structure erected on the Charged Lands as well as any easements, right of way and any other material discrepancy. The survey shall be signed, sealed and dated by an Ontario Land Surveyor;
4. It is expressly acknowledged and agreed that in the making of the staged Advances in accordance with the terms of the Commitment, there shall always be held back an amount sufficient to cover the estimated costs to complete the Project, as contemplated by the Commitment, inclusive of all interest cost, from time to time as set forth in the certificates of the Construction Cost Consultant and the Servicing Cost Consultant furnished pursuant to paragraph 3(b) hereof. The Chargor hereby represents, warrants and covenants that the costs as set out in the Approved Budget will have been carefully and conservatively prepared to reflect as accurately as possible the actual costs in accordance with generally accepted accounting practices.
5. It is further expressly agreed that notwithstanding anything herein contained to the contrary, the Chargee shall at all times have the option, from time to time (i) to reduce any advances for which the Chargor has qualified by an amount equivalent to any potential deficiency in any applicable construction lien holdbacks relating to construction with respect to the Charged Lands so as to protect its priority with respect to the equity of the Charged Lands or (ii) to require from the Chargor additional security satisfactory to the Chargee to protect its priority position with respect to such equity in the Charged Lands. In the event that such additional security is by way of cash collateral, any interest earned on such cash collateral, from time to time, shall be credited to the Chargor and added to such cash collateral. Such additional security shall be released upon the Chargee receiving satisfactory evidence that there are no deficiencies in any applicable construction lien holdbacks and that all requisite construction lien periods have expired with no liens registered or notices of lien notified to the Chargee or its solicitors.
6. At the time of each Advance there shall have been full and complete compliance with all requirements of the Construction Act (the "Act"), 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 Act, and to secure the priority of the Charge over any actual or potential construction liens. Nothing in this paragraph shall be construed to make the Chargee an "owner" or "payer" as defined by the 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 Act.
7. The Chargor covenants and agrees to provide to the Chargee, prior to each advance, statutory declarations sworn by an officer of the Chargor and outlining the particulars of all contracts entered into by the Chargor in respect of supply of services or material to any improvements on the Charged Lands. Such statutory declarations 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.
8. The Chargor covenants and agrees that all improvements to the Charged Lands shall comply in all respects with the provisions of the Act and if a construction lien is filed against all or part of the Charged Lands, then within ten (10) days after receipt of notice thereof, the Chargor shall cause the lien to be 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 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, together with interest thereon at the rate stipulated herein, shall be added to the principal sum secured herein 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 Charged Lands, 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 solicitor and his own client basis) incurred by the Chargee in such legal proceedings.

9. The Chargor covenants and agrees with the Chargee that:

- a) it will enter into any agreements required by the or any other governmental authority relating to the servicing, development or construction on the Charged Lands; and keep such agreements in good standing at all times.
- b) to do all things that are necessary in order that building permits for the units/houses to be constructed on the Charged Lands, as described in the Commitment, are issued by the as soon as possible.
- c) All servicing and construction on the Charged Lands shall be carried out by reputable contractors with sufficient experience in a Project of this nature and size, which contracts must be previously approved by the Chargee in writing. Each contract shall be on a lot by lot basis and there shall be no contract for improvements for more than one lot.
- d) The servicing of the Charged Lands and the construction of any buildings, structures and improvements located on the Charged Lands, having been commenced, shall be continued in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to and approved by the Chargee and to the satisfaction of all governmental and regulatory authorities having jurisdiction and in compliance with all by-laws, statutes, rules and regulations and in accordance with the provisions of any agreements entered into with the or other governmental authority.
- e) Should the servicing or construction of the Project cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Chargor excepted) for a period of at least twenty eight (28) consecutive business days, then the principal sum secured by this Charge together with all other sums owing, at the option of the Chargee, shall immediately become due and payable. In the event that servicing or construction does cease, or the Chargor is in default hereunder or under any of the security documents, then the Chargee shall have the right, at its sole option, to assume complete control of the construction in such manner and on such terms as it deems advisable. The cost of completion incurred by the Chargee and all costs and expenses incidental thereto, together with a management fee of fifteen percent (15%) of the cost of such servicing and construction, shall, be added to the principal sum secured herein together with interest thereon at the rate stipulated herein, and shall be payable by the Chargor upon demand. The Chargor acknowledges and agrees that the said management fee is a reasonable estimate of the fees to be incurred for the time, value and opportunity for dealing with the construction at the Lands, including professional advisors, appraisers, engineers, architects, trades, contractors, building inspectors, checking property taxes and insurance, maintenance and repairs, Liens or other matters usually dealt with by project managers of construction projects, which amount is deemed not to be a penalty.
- f) It shall keep all mortgages, liens and encumbrances having priority over or subsequent to the within Charge in good standing and the Chargor acknowledges that a default under any one of such mortgages, liens and encumbrances shall constitute default under the within Charge.
- g) If the Chargee incurs any cost or expense of any nature or kind in any way arising from or relating to the Ontario New Home Warranties Plan Act, R.S.O. 1990 as restated/amended and the regulations thereunder (the "**ONHWP Act**"), including, without any limitation whatsoever, any cost or expense relating to registration as a builder or vendor under the ONHWP Act or enrolling any part of the Charged Lands thereunder or entering into any agreement or agreements relating to performance of any warranty or other obligations or performing any warranty or other obligations, all such cost and expense together with interest thereon at the rate stipulated herein shall be added to the principal sum secured herein, and shall be payable forthwith by the Chargor to the Chargee.

h) The Chargor shall not withdraw or permit the withdrawal of any monies by way of loan, cash payments, salaries (except in the ordinary course of the Chargor's business), commissions, bonuses, dividends, stock dividends, withdrawal of profits, interest on capital, repayment of loans, redemption, retraction or cancellation of shares or any other means ("Monies") to any shareholder, director or officer of the Chargor or any subsidiary, affiliate, associate or relative of any shareholder, director or officer of the Chargor or any other person or persons on behalf of or for any such shareholder, director, officer, subsidiary, affiliate, associate or relative. Any Monies received by any party contrary to the provisions of the Chargor's covenant herein shall be received in trust by such party for the Chargee until the loan secured herein is fully paid and satisfied;

i) If, from time to time during the construction of the Project, the Chargee, determines that funds are required to complete the Project or to satisfy cost overruns, interest or costs which are not included in, or are in excess of, the Approved Budget or unadvanced portion of the Loan at any time (collectively, the "Deficiency"), the Chargee may, by written notice:

- (i) require all or any of the Chargors to complete the Project and to inject additional funds into the Project in an amount equal to 100% of the Deficiency at such time; and
- (ii) require the Guarantors to advance funds to the Chargors in an amount equal to 100% of the Deficiency at such time.

Within ten (10) days of receipt of a notice given by the Chargee as aforesaid, the Guarantors shall advance additional funds to the Chargors in an amount equal to the Deficiency specified in such notice, by way of equity investment, subordinated loans or such other method as may be approved by the Chargee, and shall cause the Chargor to use such funds to satisfy the Deficiency.

j) The Chargor shall maintain a Segregated Account for the Project and all payments, rents, deposits, distributions and other amounts received by the Chargor from, for, or in respect of the Project, and all funds payable to the Chargor in connection with the loan secured by the within Charge shall be deposited into the Segregated Account, which shall be held in trust for the benefit of the Chargee and shall be kept separate and apart from other funds, bank accounts and property of the Chargor. The funds in the Segregated Account shall not be applied or used in respect of any other projects of the Chargor or for any other purpose whatsoever, except in respect of the Project.

A breach of any of the forgoing covenants or any other covenant in the within Charge shall be deemed to be a default hereunder and at the option of the Chargee, all sums secured by the within Charge shall become due and payable together with accrued interest.

PROVIDED that the Chargor shall pay to the Chargee a fee of \$1250.00 for each advance and inspection, which fee, if not paid, may be added to the principal balance outstanding and shall be secured by this charge. The Chargee is hereby authorized to deduct such fee from each advance.

DEVELOPMENT CONSENT

1. Provided that the number of units that the Mortgagor shall be entitled to build, as represented to the Mortgagee shall not be decreased as a result of any conveyance to any governmental authority as hereinafter set out, the Mortgagee shall upon request of the Mortgagor execute and deliver without payment on account of principal or interest such partial discharge or discharges as may be required by governmental authorities or agencies for any lands required for municipal and/or governmental purposes, conservation authority or water resource commission, in order to obtain a building permit(s) or approval(s) for development or redevelopment of the real property as contemplated by the Mortgagor and without limiting the generality of the foregoing for such public purposes as one-foot reserves, easements and rights-of-ways etc. Provided that the Mortgagor shall pay the Mortgagee's discharge administration fee and its solicitors' legal fees.

2. The Mortgagee shall execute upon request and without payment on account of principal, plans and other material necessary to enable the Mortgagor to develop the charged lands and will otherwise give such consents, releases or assurances as the Mortgagor shall require in such development, including but not limiting the generality of the foregoing:
 - (a) Engineering, financial and subdivision agreements required by the Municipality to be executed by the Mortgagee;
 - (b) In the event that the Mortgagor is required to grant easements and or real property to any municipal or regional authorities or public or private utility commission for the supply or installation of gas services, telephone or cable services, electrical services, water, sewers or similar services in order to service the real property mortgaged herein, the Mortgagee shall execute and deliver forthwith without delay and without payment on account of principal nor interest, any consent or postponement required for such grants, provided however that the Mortgagee shall not be required to undertake or assume any financial or other obligation and Mortgagor shall pay Mortgagee's legal costs in this regard; and
 - (c) consent to condominium registration.
3. The Mortgagor, its agents, employees or contractors may conduct servicing excavating building operations upon the real property including without limiting the generality of the foregoing, demolition or removal of any existing building, surveying, grading, excavation, installation of services and all acts incidental to the development of the real property at any time and from time to time and without payment and without the same being deemed acts of waste.

CHARGOR'S EQUITY REQUIREMENT

The Chargor shall maintain a cash equity in the Project at the time of registration of the within Charge and thereafter throughout the term of this Charge in the minimum amount of Two Million Eight Hundred and Nineteen Thousand Dollars (\$2,819,000). This minimum cash equity shall remain in the Project until such time as this loan has been repaid in full.

Neither the Chargor, nor any company which the Chargor is associated in any way shall be entitled to receive any project management fees, development fees or construction fees until such time as this loan has been repaid in full.

ATTORNEY

Upon the occurrence of an Event of Default which is continuing, the Chargor hereby irrevocably nominates, constitutes and appoints the Chargee and each of its officers holding office from time to time as the true and lawful attorney of the Chargor with power of substitution in the name of the Chargor to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Chargee reasonably considers necessary or desirable to carry out the provisions and purposes of this Charge or to exercise any of its rights and remedies hereunder and the Chargor hereby ratifies and agrees to ratify all reasonable acts of any such attorney taken or done in accordance with this Section. Without in any way limiting the generality of the foregoing, the Chargee shall have the right, upon the occurrence of an Event of Default which is continuing, to execute for and in the name of the Chargor all financing statements, financing change statements, conveyances, transfers, assignments, consents and other instruments as may be required for such purposes. This power of attorney is coupled with an interest and shall not be revoked or terminated by any act or thing other than the discharge of this Charge.

NO MARSHALLING

This Charge shall be in addition to and not in substitution for any other security which the Chargee may now or hereafter hold in respect of the Indebtedness or any other Security Documents and the Chargee shall be under no obligation to marshal in favour of the Chargor, any other entity or other lender or holder of security, any monies or other assets which the Chargee may be entitled to receive or upon which the Chargee may have a claim.

CONDOMINIUM VOTING RIGHTS

1. The word “land” shall have the meaning stated herein and includes a “unit” or “units” as defined in the Condominium Act as amended.
2. The Chargor shall be equally responsible for seeing that the Condominium Corporation provides insurance in accordance with the provisions of the terms of this Charge.
3. The Charged Property 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 to the foregoing, any contribution to the 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 the payment under the terms of 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 Condominium Corporation and any future by-laws of the Condominium 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 Condominium Corporation is terminated or in the event of a sale of the property or a part of the common elements of the Condominium 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 such right to vote, at any meeting of the Chargor of the Condominium 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 Condominium Corporation or its assets or the termination of the application of the Condominium Act to the Condominium Corporation.
7. The Chargee may from time-to-time waive the right to vote or right of 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 expressed 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 any exercise of the right to vote or the rights to consent or any failure to exercise the right to vote or the right to consent.

REGISTRATION OF CONDOMINIUM

The Chargor hereby covenants with the Chargee, that in the event the Lands are registered as a condominium, the Chargor shall forthwith upon condominium registration provide the Chargee with a good, valid and registrable first charge on all of the condominium units contained in the condominium plan, having the same terms and conditions as this Charge, failing which, the

Balance Due Date and the Last Payment Date of this Charge shall be deemed to be changed to a date which is ten (10) days after the date on which the Condominium Declaration has been registered.

Within two (2) business days of the registration of the Declaration the Chargor shall provide its solicitors with irrevocable acknowledgment and direction respecting electronic registration ("**Directions**") for transfers of each unit in the condominium which Directions shall be coupled with an interest, failing which at the option of the Chargee the Indebtedness secured hereunder shall be due and payable. Copies of the signed Directions shall be provided to the Chargee forthwith after execution of same.

- 11 -
SCHEDULE "C"

COPY OF SUBSEQUENT MORTGAGE SECURITY

Properties

<i>PIN</i>	58763 - 1780 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642; CITY OF BARRIE		
<i>Address</i>	39 AUBURN COURT BARRIE		
<i>PIN</i>	58763 - 1783 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642; CITY OF BARRIE		
<i>Address</i>	39 AUBURN COURT BARRIE		
<i>PIN</i>	58763 - 1788 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE		
<i>Address</i>	BARRIE		
<i>PIN</i>	58763 - 1789 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE		
<i>Address</i>	BARRIE		
<i>PIN</i>	58763 - 1790 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE		
<i>Address</i>	BARRIE		
<i>PIN</i>	58763 - 1791 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE		
<i>Address</i>	BARRIE		

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 STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
Address for Service 410 Chrislea Road, Unit 16
 Woodbridge, ON L4L 8B5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Chargee(s)

		<i>Capacity</i>	<i>Share</i>
<i>Name</i>	MCO MANAGEMENT INC.	Tenants In Common	63.33% Interest
<i>Address for Service</i>	8920 Woodbine Ave., Suite 400 Markham, ON L3R 9W9		
<i>Name</i>	KARAMITSOS, TONY	Tenants In Common	36.67% Interest
<i>Address for Service</i>	44 Upjohn Road Toronto, ON M3B 2W1		

Provisions

<i>Principal</i>	\$3,000,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	Monthly, Not in Advance		
<i>Balance Due Date</i>	June 1, 2023		
<i>Interest Rate</i>	15% Interest Only		
<i>Payments</i>	\$37,500.00		
<i>Interest Adjustment Date</i>	2023 01 01		
<i>Payment Date</i>	1st day of each and every month		
<i>First Payment Date</i>	2023 02 01		
<i>Last Payment Date</i>	2024 06 01		
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	Full insurable value		
<i>Guarantor</i>	Carlo Taurasi, Dino Taurasi, Daniel Ciccone		

ADDITIONAL PROVISIONS

For the purpose of this Charge/Mortgage, the terms “Charge”, “Chargor” and “Chargee” shall also mean “Mortgage”, “Mortgagor”, and “Mortgagee”.

For the purposes of this Charge, the words contained herein importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neutral genders.

FEES AND COSTS

The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of this Charge and any security interests pursuant to the Personal Property Security Act (Ontario) and any renewals thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid.

PAYMENTS

ANY DISCHARGE of this charge shall be prepared by the Chargee at the Chargor’s expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon. All payments hereunder shall be made to the Chargee at:

MCO Management Inc.
8920 Woodbine Ave., Suite 403
Markham, ON L3R 9W9

Tony Karamitsos
44 Upjohn Road
Toronto, ON M3B 2W1

or such other place as the Chargor is notified of from time to time. All payments received after 1:00 p.m. shall be deemed to have been received on the following business day.

The Chargor acknowledges and agrees that any payments made to discharge the said Charge to the Chargee’s solicitors or any other authorized agents of the Chargee shall not be deemed to constitute payment received by the Chargee until the same is received by the Chargee at its offices as set out above.

The Chargor will pay a fee of \$650.00 plus HST and the cost of registration to discharge the Charge.

FAMILY LAW ACT

This property is not a matrimonial home of any of **Carlo Taurasi, Dino Taurasi, Daniel Ciccone** and/or any other officers, directors or shareholders of the Chargor, nor will it be used as one.

PREPAYMENT PROVISIONS

OPEN. The Borrower, when not in default, shall have the privilege of prepaying the whole or any part of the said principal sum hereby secured at any time or times, on any banking day upon payment to the Lender of **zero (0) months’** interest as bonus or **zero (0) months’** written notice.

BREACH OF COVENANT

A breach of any covenant contained in this Charge shall constitute a default hereunder and at the option of the Chargee, it may avail itself of the remedies contained in this Charge or available at law.

INDEPENDENT LEGAL REPRESENTATION

The Chargor and Guarantors (collectively the “Parties”) hereto acknowledge that they have full knowledge of the purpose and essence of this Charge transaction, and that they have been appropriately and independently legally represented from the Lender in that regard. The Parties agree to provide to the Chargee a Certificate of Independent Legal and/or Representation and when the same may be required, regarding their knowledge and understanding of this transaction.

NO IMPROVEMENT

The Chargor and/or Guarantors warrants that the purpose of this charge is not to finance an improvement on the herein described Property. An improvement means any alteration, addition or repair to any building on the herein described Property or any construction, erection or installation on the herein described Property.

POST-DATED CHEQUES

The Chargor shall provide a series of **twelve (12)** post-dated cheques to cover the monthly payments under the

Charge and to deliver such cheques in care of the Chargee as directed prior to the advance of each advance of funds, and such cheques shall be drawn on a Canadian chartered bank in favour of the Chargee, in care of the Lender's lawyer. The Chargee may direct the Chargor to make such cheques payable to different persons or entities in amounts to be designated by the Chargee. Any default under this covenant shall be considered a default under the Charge. If the Charge is extended the Chargor and Guarantors are to provide post-dated cheques prior to any extension of the Charge and a fee of **two (2) %** of the balance outstanding as a further placement fee if the Charge is not paid on the maturity date stated herein.

SERVICE FEE

Any service fee owing by the Chargor and/or Guarantors to the Chargee which is not paid shall be added to the mortgage indebtedness and shall bear interest at the rate herein set forth.

Should the Chargee take any proceedings as provided for in the within Charge by reason of the Chargor's and/or Guarantors' default, the Chargee shall be entitled to add to the Charge account the Chargee's then current service fee in addition to all other fees, costs, claims or demands to which the Chargee is also entitled.

ADMINISTRATION FEES

The Chargee shall charge an administration fee, as determined and posted by the Chargee from time to time, for each occurrence of any of the following events: late payment, cheque dishonoured for any reason, failure to provide postdated cheques, request for a Mortgage Statement, discharge of Charge. Such administration fees will be added to the principal amount if not paid. Fee for payments not made or NSF is \$200.00 (plus HST) per occurrence. A charge of \$450.00 (plus HST) for a demand letter and \$500 for failure to deliver posted-dated cheques.

STATEMENT OF MORTGAGE BALANCE

The Chargee shall be paid a fee of \$550.00 (plus GST) for each request for a Statement of Mortgage, to be paid in advance.

ASSIGNMENT OF CHARGE

The Charge may not be assigned, transferred or otherwise disposed of by the Chargor without the Chargee's prior written consent. However, the Charge or any interest therein may be assigned or participated by the Chargee (and its successors and assigns), in whole or in part, without the consent of the Chargor. Except as hereinafter provided, the Chargor consents to the disclosure by the Chargee to any such prospective assignee or participant of all information and documents regarding the Charge and the Chargor within the possession or control of the Chargee. Chargor to be notified and Assignment not allowed if a conflicting party.

SUBSEQUENT ENCUMBRANCES

In the event of the Chargor and/or Guarantors further encumbering the property without the prior written consent of the Chargee, such further encumbering shall constitute a default under this Charge and in such event all money owing under the herein Charge shall immediately become due and payable.

NON-TRANSFER

Paragraph 14 of Standard Charge Terms 200033 is hereby deleted.

In the event that the Chargor sells, conveys, transfers, assigns or exercises a power of appointment with respect to the property herein described to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the Property herein described the entire principal sum and interest hereby secured shall forthwith become due and payable.

ENVIRONMENTAL

The Chargee or agent of the Chargee may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon the said Property to inspect the Property and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the said Property to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee, and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the mortgage rate, shall be payable by the Chargor and/or Guarantors forthwith and shall be a charge upon the said Property. 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 Property and buildings.

The Chargee shall have the right to incur expense to comply or to verify the undersigned's compliance with lawful environmental requirements of any governmental body having jurisdiction. Such expense shall be repaid by the undersigned to the Chargee and shall be added to the principal amount secured under the executed security documentation referable to the above-noted loan transaction and shall be secured by the said security documentation.

In consideration of the advance of funds by the Chargee, the Chargor and the Guarantors hereby agree that, in addition to any liability imposed on the Chargor and/or Guarantors under any instrument evidencing or securing the loan indebtedness, the Chargor and Guarantors 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 and/or Guarantors to the Chargee in respect of the loan and any other exercise by the Chargee of any remedies available to it in the event of any default under the Charge.

The Chargor and/or Guarantors hereby represents and warrants that neither the Chargor and/or Guarantors/Consenting Spouse, nor, to its knowledge, any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held, located or disposed of on, under or at the Property and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation, laws respecting the discharge, emission, spill or disposal of any Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and covenants to cause any person permitted by the Chargor and/or Guarantors to use or occupy the Property or any part thereof to continue to so operate.

The Chargor and/or Guarantors hereby warrants, represents and agrees to advise the Chargee of any activity on the Property which involves the use of hazardous waste or material, of any change in the use or occupation of the Property and of any matter which may increase the environmental liability of the Chargee.

The Chargor and/or Guarantors hereby indemnifies the Chargee, its officers, directors, employees, agents and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as direct result of, the presence on or under, or the discharge, emission, spill or disposal from, the Property, onto any property or into the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material where it has been proven that the source of the Hazardous Material are the Property (including, without limitation: (i) the costs of defending any/or counter-claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out of a settlement of any action entered into by the Chargee; and the provisions of and undertakings and indemnification set out in this Section shall survive the satisfaction and release of the Security Documents and payment and satisfaction of the mortgage and liability of the Chargor and/or Guarantors to the Chargee. The indemnity contained herein in favour of the Chargee shall enure to the benefit of the Chargee's successors and any assignees of the Charge. For the purposes of this Section "Hazardous Material" means any contaminant or pollutant or any substance that when released in the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

The Chargor and Guarantors warrant, represent and undertakes to ameliorate any contamination required on the Property forthwith.

The indemnity contained herein shall survive the repayment of the mortgage and shall continue in full force and effect so long as the possibility of any such liability, claim or loss exists.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OBLIGATIONS BY THE CHARGE

The Chargor and/or Guarantors covenants and agrees with the Chargee to pay all property taxes, public utility rates and charges as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor and/or Guarantors to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of the remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs.

In addition, at the Chargee's sole option, the Chargor and/or hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in the previous paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the charged Property and the amount so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be

payable forthwith by the Chargor and/or Guarantors to the Chargee and in the event of default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

INSURANCE RENEWAL

The Chargee shall be entitled to its standard servicing fee for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. In the event that the evidence of continuation of insurance as herein required has not been delivered to the Chargee, the Chargee shall be entitled to its standard servicing fee for each written inquiry which the Chargee shall make to the insurer pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within provision arranges insurance coverage with respect to the said Property, the Chargee in addition to the aforesaid servicing fee shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

ASSIGNMENT OF RENTS

To further secure the indebtedness secured hereunder, the Chargor hereby assigns and transfers unto the Chargee all rents, deposits, issues and profits now due and which may hereafter become due under or by virtue of any lease, unit purchase or development agreement, whether written or verbal or any letting of, or of any agreement for the use, occupancy or development of the Property and premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to, or which may be granted, it being the intention of the parties to establish an absolute transfer and assignment of all such rents, deposits, issues and profits under such leases and/or agreements and all benefits to be derived thereunder unto the Chargee.

The Chargor further covenants and agrees to execute and deliver at the request of the Chargee all such further assurances and assignments with respect to any such tenancies, occupancy or development of the Property as the Chargee shall from time to time require, and shall do all other acts with respect to same as requested by the Chargee.

In the event that the Chargee collects any deposits or other payments due to the Chargor's default, the Chargee shall be entitled to receive from such moneys a management fee of ten percent (10 %) of all the gross receipts from such moneys, it being understood for greater certainty that the Chargor and Chargee have agreed that in the circumstances a management fee equal to ten percent (10 %) of gross receipts received by the Chargee in the collection of such rents is a just and equitable fee having regard to the circumstances.

Provided further that the Chargor will not perform any act or do anything or omit to do anything which will cause the default of any lease or agreement affecting the use or development of the buildings erected on the charged Property, unless consented to by the Chargee.

And the Chargor agrees that all leases, offers to lease and agreements to lease, and all offers and agreements to purchase or develop units of the Property shall be bona fide and shall be at rates and on terms consistent with comparable space in the area of the Property and premises secured hereunder, and provided further that the Chargor shall obtain the consent of the Chargee prior to the execution of any such offers or agreements.

Any entry upon the Property under the terms of this Indenture shall not constitute the Chargee or Chargee in Possession in contemplation of law and that the Chargee shall not become liable to account to the Chargor or credit the Mortgagor with any moneys on account of the Charge except those which shall come into its hands or into the hands of any agents appointed by its pursuant hereto; the Chargee shall not be liable for failure to collect rents or revenues and shall be under no obligation to take any action or proceeding or exercise any remedy for the collection or recovery of the said rents and revenues, or any part thereof, and then, subject to all deductions and payments made out of the rents and revenues received from the Property as herein provided.

That this assignment is taken by way of additional security only and neither the taking of this assignment nor anything done in pursuance hereof shall make the Chargee liable in any way, as landlord or otherwise, for the performance or any covenants, obligations or liabilities under any leases, purchase or development agreements.

GUARANTORS PROVISIONS

Paragraph 24 of the Standard Charge Terms 200033 is expressly excluded from this Charge and the following provision is substituted therefor and forms part of this Charge.

In consideration of the Chargee advancing funds to the Chargor hereunder, **Daniel Ciccone, Carlo Taurasi and Dino Taurasi**, hereinafter referred to as the "Guarantors" do hereby absolutely and unconditionally covenant, agree and guarantee to and with the Chargee, joint and several, as principal debtor and not as surety, that all monies to be paid as herein set forth shall be paid as herein set forth and that all covenants, agreements and provisos of the

Chargor shall be completely paid, fulfilled, observed and performed in accordance with the provisions of this Charge and that if the Chargor shall fail to pay or cause to be paid the amount as hereinbefore set out or fail to perform, observe or fulfill its covenants or agreements as herein set out, then the Guarantors shall pay or cause to be paid to the Chargee the payments as herein set forth, and that the Guarantors shall continue to remain liable on his guarantee, covenant and agreement notwithstanding:

- a) Any extension or extensions of time from time to time which may be given by the Chargee to the Chargor for payment, observance, performance or fulfillment of any liabilities, indebtedness, agreements or obligations hereby guaranteed and/or any renewal of this charge from time to time and the Guarantors hereby covenants and agrees with the Chargee that payment shall be made in accordance with such extension or extensions of time and that if payments are not made in accordance with such extension or extensions of time the Guarantors shall make or cause to be made the payments in accordance with such extension or extension of time.
- b) Any compounding or making of any compositions or arrangements respecting any liabilities, indebtedness, agreements or obligations, hereby guaranteed.
- c) Taking of any security or securities or releasing, discharging, abandoning, giving up, modifying, varying, exchanging, renewing, assigning, abstaining from perfecting or abstaining from taking advantage of any security now held or hereafter acquired or acquired by these presents in respect of any liabilities, indebtedness, agreements or obligations hereby guaranteed or of any part of same.
- d) Realization of any securities now or hereafter held by the Chargee.
- e) Granting any indulgence whatsoever to the Chargor to any other person, firm or corporation.
- f) Discharging the Chargor, or any other person, firm or corporation.
- g) Doing or omitting to do any other act, matter or thing whatsoever with relation to the liabilities, indebtedness, agreements and obligations hereby guaranteed or any security or securities now or hereafter held in respect thereof or of any part of same.

The Guarantors hereby waives and renounces any rights, benefits, immunities, privileges and advantages which he may have by reason of being Guarantors instead of principal debtor and acknowledges he is responsible for the debt as principal debtor and not as surety.

All indebtedness and liabilities present and future of the Chargor to the Guarantors are hereby assigned to the Chargee and postponed to the present and future indebtedness and liabilities of the Chargor to the Chargee including the repayment of all the monies secured by the within charge and all monies received from the Chargor or for his account by the Guarantors or his representatives or assigns in respect thereof shall be by him received in trust for the Chargee, and forthwith upon receipt paid over to the Chargee until the Chargor's indebtedness and liability to the Chargee is fully paid and satisfied all without prejudice to and without in any way limiting or lessening the liability of the Guarantors to the Chargee under this guarantee and this assignment and postponement is independent of the said guarantee and shall remain in full effect until repayment in full to the Chargee of the monies secured by the charge notwithstanding that the liabilities of the Guarantors under the within guarantee may have been discharged or terminated, the undersigned acknowledges the assignment to the Chargee as set forth herein shall not impose upon the Chargee any obligation to do anything to realize on the assigned debts and claims or to ensure that those debts or claims do not become statute barred by the operation of law relating to limitation of actions or otherwise.

BANKRUPTCY AND INSOLVENCY

THE CHARGOR AND/OR GUARANTORS hereby waives and releases any right that they may have to receive from the Chargee notice of intention to enforce security pursuant to subsection 244(1) of the Bankruptcy and Insolvency Act (Canada). This waiver and release shall not be deemed or interpreted to be a prior consent to earlier enforcement of a security within the meaning of subsection 244(2.1) of the said Act.

THE CHARGOR AND GUARANTORS hereby acknowledges and agrees that the security held by the Chargee is not all or substantially all of the inventory, accounts receivable or other property of the Chargor and/or Guarantors acquired for or used in relation to any business carried on by the Chargor and/or Guarantors/Consenting Spouse. The Chargor and/Guarantors hereby further acknowledges and agrees that notwithstanding any act of the Chargee by way of appointment of any person or persons for the purposes of taking possession of the Property as agent on behalf of the Chargor and/or Guarantors or otherwise, or by taking possession of the Property itself pursuant to any rights that the Chargee may have with respect thereto, shall not constitute the Chargee or any such person, a receiver within the meaning of subsection 243(2) of the Bankruptcy and Insolvency Act (Canada), and that any and all requirements of Part XI of the said Act as it may pertain to obligations of receivers shall not be applicable to the Chargee with respect to the transaction pursuant to which this Charge has been given or enforcement of this Charge or any other security held by the Chargee. The Chargor and/or Guarantors hereby acknowledges and agrees that no

action shall lie against the Chargee 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 Bankruptcy and Insolvency Act (Canada) whether or not the Chargee had reasonable grounds to believe that the Chargor and/or Guarantors was not insolvent.

AND THE CHARGOR AND GUARANTORS further acknowledges and agrees that any and all Costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the Bankruptcy and Insolvency Act (Canada) shall be entirely for the account of the Chargor and/or Guarantors/Consenting Spouse. The Chargee shall be entitled to incur any such Costs, including any costs of its personnel in administering any requirements of the said Act 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 Chargee for the indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the Property hereby charged, free of all manner of former conveyances, mortgages, charges or encumbrances.

DEFAULT

In this Charge, "Event of Default" means any of the following:

1. in the event of the Chargor and/or Guarantors failing to pay any amount when due hereunder or under the Charge;
2. in the event of the Chargor and/or Guarantors being in breach of any covenant, condition or term of the Charge;
3. if any representation made by the Chargor, Guarantors or their agents, or any information provided by them is found to be materially untrue or incorrect;
4. if any of the Chargor and/or Guarantors commits an act of bankruptcy or becomes insolvent or bankrupt or has a receiver or receiver and manager appointed for it or over any of its material assets or if any creditor takes possession of any of its material 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;
5. in the event of any default by the Chargor under this Charge or other security documents related to the Charge, or under any other mortgages or encumbrances registered against title to or otherwise affecting the Property or any part thereof;
6. in the event of the registration of any construction lien against title to the Property or any part thereof which is not discharged or vacated within a period of ten (10) days after the date of registration thereof;
7. in the event that the Property or any material part thereof is abandoned;
8. if any Event of Default as set out herein or in any of the security occurs;
9. if in the sole opinion of the Chargee, a material adverse change occurs relating to the Chargor and/or Guarantors/Consenting Spouse, or the risk associated with the Charge; and

Upon the occurrence of an Event of Default, the Chargee, at its option, may (a) cease or delay further funding of the Charge; (b) declare the principal and interest on the Charge and any other amount due under the Commitment or Charge forthwith due and payable, whereupon the same shall be and become immediately due and payable in full, and make demand to the Chargor and/or Guarantors for immediate payment of the same, and (c) exercise any and/or all remedies available to it at law or in equity hereunder, under the Security or otherwise.

MANAGEMENT FEE

If the Chargee or its agent will be entitled to a management fee based on 5% of the Charge Principal at the time of default plus HST, which amount is deemed not to be a penalty, in the event that the Chargee or its agents or a receiver or receiver and manager (whether appointed by the Chargee or by a court) takes possession of the Property as a result of the occurrence of an Event of Default.

APPOINTMENT OF RECEIVER

AT ANY TIME after the security hereby constituted becomes enforceable, or the monies hereby secured shall have

become payable, the Chargee may from time to time appoint by writing a Receiver of the Property, with or without Bond, and may from time to time remove the Receiver and appoint another in his stead, and any such Receiver appointed hereunder shall have the following powers:

- a) To take possession of the charged Property and to enter into and upon any Property, buildings and premises wheresoever and whatsoever and to do any act and take any proceedings in the name of the Chargor or otherwise as it shall deem necessary;
- b) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as it shall think proper, and to repair and keep in repair the charged Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the said charged Property of the Chargor;
- c) To sell or lease or concur in selling or leasing any or all of the charged Property, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the charged Property; and he may make any stipulations as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the charged Property and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefor and in the event of a sale on credit neither he nor the Chargee shall be accountable for or charged with any monies until actually received;
- d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this charge and to exchange any part or parts of the charged Property for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- e) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the charged Property in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the charged Property in priority to this charge;
- f) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the charged Property, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- g) To execute and deliver to the purchaser of any part or parts of the charged Property, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said property or any part or parcels thereof by, from through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;

AND IT IS AGREED that no purchaser at any sale purporting to be made in pursuance of the aforesaid power or powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Chargor, or of any party claiming by or under it, in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only.

The net profits of the business of the Chargor and the net proceeds of any sale of the charged Property or part thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to this Charge:

- a) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by him;
- b) Secondly, in payment of all costs, charges and expenses payable hereunder;

- c) Thirdly, in payment to the Chargee of the principal sum owing hereunder;
- d) Fourthly, in payment to the Chargee of all interest and arrears of interest and any other monies remaining unpaid hereunder; and
- e) Fifthly, any surplus shall be paid to the Chargor; provided that in the event that any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

The Chargee shall not be liable to the Receiver for his remuneration costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising unless the same shall be caused by his own gross negligence or willful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

PAYMENT OF COSTS

The Chargor and/or Guarantors shall pay to the Chargee on demand all legal fees payable on a solicitor and his own client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:

- (a) the preparation of this Charge, any renewals thereof, any postponements thereof, and related security documents (the "Security Documents") and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;
- (b) the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
- (c) the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
- (d) any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor and/or Guarantors or subject to the security given by the Chargor and/or Guarantors to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor and/or Guarantors hereunder; and
- (e) any appraisals, environmental reports, engineering reports, cost consultants reports, or any other reports obtained at any time by the Chargee relating to the charged property.

In the event the Chargor and/or Guarantors fails to pay any such legal fees, costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, costs and expenses shall be added to the mortgage indebtedness secured hereunder and shall bear interest at the rate herein set forth.

LIMIT ON RATE OF INTEREST

(a) Adjustment

If any provision of the Commitment, this Charge or any other security document would oblige the Chargor and/or Guarantors to make any payment of interest or other amount payable to the Chargee in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Chargee of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in receipt by the Chargee of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

- (i) firstly, by reducing the amount or rate of interest required to be paid hereunder as applicable; and
- (ii) thereafter, by reducing and fees, commissions, premiums and other amounts which would constitute interest for purposes of Section 347 of the Criminal Code (Canada).

(b) Reimbursement

If, notwithstanding the provisions subsection (a) above, and after giving effect to all adjustments contemplated

thereby, the Chargee shall have received an amount in excess of the maximum permitted by such subsection, then the Chargor shall be entitled, by notice in writing to the Chargee, to obtain reimbursement from the Chargee of an amount equal to such excess, and pending such reimbursement such amount shall be deemed to be an amount payable by the Chargee to the Chargor.

(c) Calculation

Any amount or rate of interest referred to in this Section shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term of any revolving loan on the assumption that any charges, fees or expenses that fall within the meaning of “interest” (as defined in the Criminal Code (Canada)) shall, if they relate to a specific period of time be prorated over that period of time and otherwise be prorated over the period from the date of this Charge to the maturity date thereof and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee shall be conclusive for the purposes of such determination.

SEVERABILITY

If any covenant, obligation or provision contained in this Charge, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Charge or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation or provision of this Charge shall be separately valid and enforceable to the fullest extent permitted by law.

CONFLICT/AMBIGUITY

Where conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule and any one or more of the provisions contained in the standard charge terms, the provisions contained in this Schedule shall, to the extent of such conflict or ambiguity, be deemed to govern and prevail.

Additional Provisions

See Schedules

Signed By

Ronald Aaron Fritz	44 Upjohn Rd Toronto M3B 2W1	acting for Chargor(s)	Signed	2022 12 16
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Tel 416-587-3924

Fax 416-385-1718

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

Submitted By

RONALD AARON FRITZ	44 Upjohn Rd Toronto M3B 2W1	2022 12 16
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Tel 416-587-3924

Fax 416-385-1718

Fees/Taxes/Payment

Statutory Registration Fee	\$69.00
Total Paid	\$69.00

File Number

Chargor Client File Number : 22-1324

Signed By

Deanna Elizabeth Wehby 77 King Street West Suite 3000 PO acting for Signed 2022 12 19
Box 95 TD Centre Applicant(s)
Toronto
M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

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

Submitted By

FOGLER, RUBINOFF LLP 77 King Street West Suite 3000 PO 2022 12 19
Box 95 TD Centre
Toronto
M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

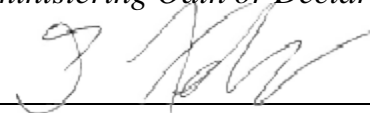
Fees/Taxes/Payment

Statutory Registration Fee \$69.00
Total Paid \$69.00

File Number

Party To Client File Number : 225502

This is Exhibit "E" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516165945.97

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(4011)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

FILE CURRENCY : 15MAY 2023

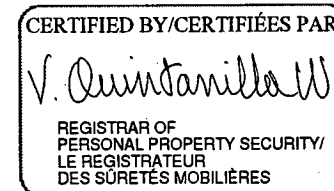
ENQUIRY NUMBER 20230516165945.97 CONTAINS 13 PAGE(S), 3 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA

100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2



(crj6 05/2022)



RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516165945.97

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(4012)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789727878

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	8		20230104 1240 5064 6978	P PPSA	05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

04 ADDRESS 410 CHRISLEA ROAD, UNIT 15 &16 VAUGHAN

ONTARIO CORPORATION NO.
ON L4L 8B5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / MCO MANAGEMENT INC.
LIEN CLAIMANT

09 ADDRESS 8920 WOODBINE AVE., SUITE 400 MARKHAM

ON L3R 9W9

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
	X	X	X	X	X				X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL SECOND RANKING (1) GENERAL SECURITY AGREEMENT CREATING A SECURITY
14 COLLATERAL INTEREST IN ALL PRESENT AND FUTURE ACQUIRED PERSONAL PROPERTY THE
15 DESCRIPTION DEBTORS INCLUDING ALL RIGHTS OF THE DEBTORS (A) UNDER ALL

16 REGISTERING ESC CORPORATE SERVICES LTD.
AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario 

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516165945.97

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(4013)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789727878

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	8		20230104 1240 5064 6978		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT TONY KARAMITSOS

09 ADDRESS 44 UPJOHN ROAD TORONTO ON M3B 2W1

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	------------------------

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL BUILDING/DEVELOPMENT PERMITS AND THE MONIES PAID THEREUNDER (B) TO
14 COLLATERAL ALL PLANS, SPECIFICATIONS, DRAWINGS, CONTRACTS WITH RESPECT TO THE
15 DESCRIPTION PROPERTIES RELATING TO THE HAMPTON HEIGHTS PROJECT, LOCATED ON

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crl1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516165945.97

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(4014)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789727878

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	8		20230104 1240 5064 6978		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL HAMPTON LANE AND 39 ASHBURN COURT, BARRIE, LEGALLY DESCRIBED AS (I)
14 COLLATERAL (PIN #58763-1780) PART LOT 3, CONCESSION 14, INNISFIL, PART 6 ON
15 DESCRIPTION 51R42642, CITY OF BARRIE, 39 AUBURN COURT, BARRIE (II) (PIN

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516165945.97

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(4015)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789727878

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
004 8 20230104 1240 5064 6978

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL #58763-1783) PART BLOCK 174, PLAN 51M867, PART 5 ON 51R42642, CITY OF
14 COLLATERAL BARRIE (III) (PIN #58763-1788) BLOCK 1, PLAN 51M1229 SUBJECT TO
15 DESCRIPTION AN EASEMENT AS IN SC1843162, CITY OF BARRIE (IV) (PIN #58763-1789)

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516165945.97

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(4016)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789727878

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	8		20230104 1240 5064 6978		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

09 LIEN CLAIMANT ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL BLOCK 2, PLAN 51M1229 SUBJECT TO AN EASEMENT AS IN SC1843162, CITY
14 COLLATERAL OF BARRIE (V) (PIN #58763-1790) BLOCK 3, PLAN 51M1229 SUBJECT TO
15 DESCRIPTION AN EASEMENT AS IN SC1843162, CITY OF BARRIE AND (VI) (PIN

16 REGISTERING AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516165945.97

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(4017)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
789727878

00
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
006 8 20230104 1240 5064 6978

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL #58763-1791) BLOCK 4, PLAN 51M1229 SUBJECT TO AN EASEMENT AS IN
14 COLLATERAL SC1843162, CITY OF BARRIE (HEREINAFTER COLLECTIVELY THE "PROPERTIES")
15 DESCRIPTION (2) SECOND RANKING ASSIGNMENT OF ALL PRESENT AND FUTURE PURCHASE

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516165945.97

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(4018)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789727878

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
007 B 20230104 1240 5064 6978

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL AGREEMENTS, PURCHASERS DEPOSITS RELATING TO DEVELOPMENT WITH RESPECT
14 COLLATERAL TO THE PROPERTIES (3) ASSIGNMENT OF BENEFITS BUT NOT DEBTORS
15 DESCRIPTION OBLIGATIONS IN ALL MATERIAL AGREEMENTS INCLUDING ALL PRESENT OR

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516165945.97

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(4019)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789727878

01 CAUTION PAGING NO. OF PAGES TOTAL OF PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
008 8 20230104 1240 5064 6978

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

13 GENERAL COLLATERAL DESCRIPTION FUTURE PROFESSIONAL CONSTRUCTION, MANAGEMENT AND OTHER CONTRACTS, PLANS, SPECIFICATIONS, WORKING DRAWINGS, BUDGETS FOR PROVISION OF MATERIALS AND EQUIPMENT'S, AND SERVICES TO THE PROPERTIES

16 REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516165945.97

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(4020)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789328935

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20221215 1232 1590 3221	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

04 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.

09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL AN ASSIGNMENT OF RENTS AND INCOME RELATING TO OR DERIVED FROM THE
14 COLLATERAL PROPERTIES MUNICIPALLY KNOWN AS 39 AUBURN COURT, BARRIE AND 2, 4, 6,
15 DESCRIPTION AND 8 TECK ROAD, BARRIE, ONTARIO AND SECURITY AGREEMENTS RESPECTING

16 REGISTERING FOGLER, RUBINOFF LLP 225502 JF/DW

17 AGENT ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516165945.97

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(4021)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789328935

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20221215 1232 1590 3221

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL DEPOSITS AND CASH SECURITY.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516165945.97

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(4022)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
789328953

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20221215 1233 1590 3222	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

04 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / FIRM CAPITAL MORTGAGE FUND INC.

09 LIEN CLAIMANT ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	X	X	X	X				

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT FOGLER, RUBINOFF LLP 225502 JF/DW HAMPTON HEIGHTS

17 ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516165945.97

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

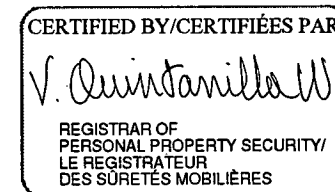
REPORT : PSSR060
PAGE : 13
(4023)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW HOMES (HAMPTON HEIGHTS) INC.
FILE CURRENCY : 15MAY 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

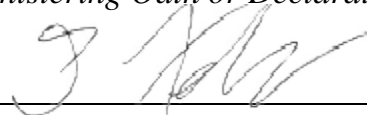
FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
789727878	20230104	1240	5064	6978
789328935	20221215	1232	1590	3221
789328953	20221215	1233	1590	3222

3 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crj6 05/2022)

This is Exhibit "F" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

ENQUIRY NUMBER 20230516170145.21 CONTAINS 82 PAGE(S), 31 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP
SUIT NO: 3200 100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 2

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
792292707

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 3 20230412 1722 6005 6366 P PPSA 06

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

04 ADDRESS 1 - 410 CHRISLEA ROAD WOODBRIDGE ONTARIO CORPORATION NO.
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON L4L 8B5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

07 ADDRESS 1 - 410 CHRISLEA ROAD WOODBRIDGE ONTARIO CORPORATION NO.
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON L4L 8B5

08 SECURED PARTY / CWB NATIONAL LEASING INC.
LIEN CLAIMANT

09 ADDRESS 1525 BUFFALO PLACE (3148232) WINNIPEG MB R3T 1L9
COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X
YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL ALL IMAGE RUNNER ADVANCE PHOTOCOPIER OF EVERY NATURE OR KIND
14 COLLATERAL DESCRIBED IN AGREEMENT NUMBER 3148232, BETWEEN CATALYST FINANCE
15 DESCRIPTION PARTNERS INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 3

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 792292707

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 3 20230412 1722 6005 6366

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED
14 COLLATERAL PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,
15 DESCRIPTION ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY

16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 4

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 792292707

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 3 20230412 1722 6005 6366

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL OR INDIRECTLY THEREFROM.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170145.21

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 5

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 791675118

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20230322 1231 6005 5958	P PPSA	07

02 DEBTOR NAME
 03 BUSINESS NAME TAURA DEVELOPMENTS INC.
 04 ADDRESS 1 - 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

05 DEBTOR NAME
 06 BUSINESS NAME STATEVIEW CONSTRUCTION
 07 ADDRESS 1 - 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT
 09 ADDRESS 1525 BUFFALO PLACE (3142688) WINNIPEG MB R3T 1L9

02 DEBTOR NAME
 03 BUSINESS NAME TAURA DEVELOPMENTS INC.
 04 ADDRESS 1 - 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

05 DEBTOR NAME
 06 BUSINESS NAME STATEVIEW CONSTRUCTION
 07 ADDRESS 1 - 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT
 09 ADDRESS 1525 BUFFALO PLACE (3142688) WINNIPEG MB R3T 1L9

02 DEBTOR NAME
 03 BUSINESS NAME STATEVIEW CONSTRUCTION
 04 ADDRESS 1 - 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT
 09 ADDRESS 1525 BUFFALO PLACE (3142688) WINNIPEG MB R3T 1L9

10 COLLATERAL CLASSIFICATION
 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
 X

11 MOTOR VEHICLE
 12 GENERAL DESCRIPTION
 13 ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT
 14 NUMBER 3142668, BETWEEN CATALYST FINANCE PARTNERS INC, AS ORIGINAL
 15 SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE
 16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 6

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 791675118

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20230322 1231 6005 5958

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO
14 COLLATERAL TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND
15 DESCRIPTION PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 7

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790205544

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	3		20230124 1819 6005 5031	P PPSA	06
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

ONTARIO CORPORATION NO.

07 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY / LIEN CLAIMANT
CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PLACE (3126969) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10 X

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL ALL PHOTOCOPIERS - CANON IMAGERUNNER OF EVERY NATURE OR KIND

14 COLLATERAL DESCRIBED IN AGREEMENT NUMBER 3126969, BETWEEN CATALYST FINANCE

15 DESCRIPTION PARTNERS INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 8

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790205544

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 3 20230124 1819 6005 5031

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED
14 COLLATERAL PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,
15 DESCRIPTION ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 9

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790205544

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 3 20230124 1819 6005 5031

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL OR INDIRECTLY THEREFROM.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 10

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790132617

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20230123 0813 1532 4933 P PPSA 4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA ROAD UNIT# 16 WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / CANADIAN DEALER LEASE SERVICES INC.
LIEN CLAIMANT

09 ADDRESS 372 BAY STREET, SUITE 1800 TORONTO ON M5H2W9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10 X X X 221905

YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 LAND ROVER RANGE ROVER SALKPBE74PA028418

12 VEHICLE

13 GENERAL OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE

14 COLLATERAL AND THE PROCEEDS OF THOSE VEHICLES

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 11

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790132617

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 2 20230123 0813 1532 4933

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / BANK OF NOVA SCOTIA - DLAC
LIEN CLAIMANT

09 ADDRESS 44 KING STREET W, SCOTIA PLAZA TORONTO ON M5H1H1

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 12

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

00 789839901

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 001 20230109 1703 1462 0153 P PPSA 4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA ROAD WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / GRAND TOURING FINANCIAL SERVICES
LIEN CLAIMANT

09 ADDRESS 230 SWEETRIVER BLVD MAPLE ON L6A4V3

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X 363618 31JAN2027

YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 ASTON MARTIN DBX SD7VUJAW6PTV07092

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING GRAND TOURING FINANCIAL SERVICES

AGENT

17 ADDRESS 230 SWEETRIVER BLVD MAPLE ON L6A4V3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 13

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20230510 1706 1462 4088	

RECORD REFERENCED	FILE NUMBER				RENEWAL YEARS	CORRECT PERIOD
21	789839901					

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	C DISCHARGE
22			

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		TAURA DEVELOPMENTS INC.
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			

DEBTOR/ TRANSFEREE	BUSINESS NAME				ONTARIO CORPORATION NO.
05/					
03/					
06					

ADDRESS					
04/07					
29	ASSIGNOR				
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				

ADDRESS					
08					
09					

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10									

YEAR	MAKE	MODEL	V.I.N.
11			

MOTOR VEHICLE GENERAL	DESCRIPTION	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	230 SWEETRIVER BLVD	MAPLE	ON	L6A4V3
12							
13							
14							
15							
16							
17							

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 14

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER
00 789839919

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20230109 1703 1462 0154	P PPSA	4

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

04 ADDRESS 16-410 CHRISLEA ROAD WOODBRIDGE ON L4L8B5
ONTARIO CORPORATION NO.

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / GRAND TOURING FINANCIAL SERVICES
LIEN CLAIMANT

09 ADDRESS 230 SWEETRIVER BLVD MAPLE ON L6A4V3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X				X	360995	31JAN2027		

11 MOTOR YEAR MAKE 2023 ASTON MARTIN MODEL DBX V.I.N. SD7VUJAW5PTV07083

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING GRAND TOURING FINANCIAL SERVICES

AGENT

17 ADDRESS 230 SWEETRIVER BLVD MAPLE ON L6A4V3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 15

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20230510 1706 1462 4089	
21	RECORD FILE NUMBER	789839919			

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			C DISCHARGE		

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME	TAURA DEVELOPMENTS INC.	
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-----	---------------	------------------	---------	---------

05	DEBTOR/ TRANSFEREE	BUSINESS NAME	ONTARIO CORPORATION NO.
----	--------------------	---------------	-------------------------

04/07	ADDRESS
-------	---------

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09	ADDRESS
----	---------

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10	YEAR	MAKE	MODEL	V.I.N.
----	------	------	-------	--------

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT OR	GRAND TOURING FINANCIAL SERVICES			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	230 SWEETRIVER BLVD	MAPLE	ON L6A4V3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170145.21

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 16

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 789328962

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20221215 1234 1590 3223	P PPSA	5

02 DEBTOR NAME
 03 BUSINESS NAME STATEVIEW CONSTRUCTION LTD.
 04 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 05 DEBTOR NAME
 06 BUSINESS NAME TAURA DEVELOPMENTS INC.
 07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.
 09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.
 04 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 05 DEBTOR NAME
 06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.
 07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.
 09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

05 DEBTOR NAME
 06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.
 07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.
 09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

05 DEBTOR NAME
 06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.
 07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.
 09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

05 DEBTOR NAME
 06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.
 07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.
 09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

05 DEBTOR NAME
 06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.
 07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.
 09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

05 DEBTOR NAME
 06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.
 07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.
 09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

05 DEBTOR NAME
 06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.
 07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.
 09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

05 DEBTOR NAME
 06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.
 07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.
 09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

05 DEBTOR NAME
 06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.
 07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.
 09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

05 DEBTOR NAME
 06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.
 07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.
 09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

05 DEBTOR NAME
 06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.
 07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.
 09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

05 DEBTOR NAME
 06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.
 07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.
 09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

REPORT : PSSR060

PAGE : 17

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170145.21

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789328989

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 3 20221215 1234 1590 3224 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5

08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.

09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ASSIGNMENT AND POSTPONEMENT OF CLAIMS BY THE DEBTORS IN RESPECT OF

14 COLLATERAL ALL INDEBTEDNESS AND LIABILITY, PRESENT AND FUTURE, OF STATEVIEW

15 DESCRIPTION HOMES (HAMPTON HEIGHTS) INC. TO THE DEBTORS AND ALL PROCEEDS THEREOF.

16 REGISTERING AGENT FOGLER, RUBINOFF LLP 225502 JF/DW HAMPTON HEIGHTS

17 ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 18

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 789328989

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20221215 1234 1590 3224		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	16MAR1973	DINO		TAURASI

03 BUSINESS NAME

ADDRESS	48 PUCCINI DRIVE	RICHMOND HILL	ONTARIO CORPORATION NO.
			ON L4E 2Y6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	24NOV1978	CARLO		TAURASI

06 BUSINESS NAME

ADDRESS	48A PUCCINI DRIVE	RICHMOND HILL	ONTARIO CORPORATION NO.
			ON L4E 2Y6

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 19

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789328989

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 3 20221215 1234 1590 3224

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02 DEBTOR	31MAR1985	DANIEL	M	CICCONE

03 NAME BUSINESS NAME

DEBTOR NAME	ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME	REGISTRATION PERIOD
04 DEBTOR	55 COOPERAGE CRESCENT				ONTARIO CORPORATION NO. ON L4C 9M2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 20

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 788390973

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 2 20221114 0827 1532 8223 P PPSA 2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA ROAD UNIT# 16 WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / CANADIAN DEALER LEASE SERVICES INC.
LIEN CLAIMANT

09 ADDRESS 372 BAY STREET, SUITE 1800 TORONTO ON M5H2W9

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X 75179

YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 LAND ROVER

RANGE ROVER VELAR SALYJ2EX4PA351721

12 VEHICLE

13 GENERAL OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE

14 COLLATERAL AND THE PROCEEDS OF THOSE VEHICLES

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP
AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 21

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 788390973

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 2 20221114 0827 1532 8223

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / BANK OF NOVA SCOTIA - DLAC
LIEN CLAIMANT

09 ADDRESS 44 KING STREET W, SCOTIA PLAZA TORONTO ON M5H1H1

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170145.21

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 22

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 788133969

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20221102 1310 1590 6699	P PPSA	5

02 DEBTOR
 03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.
 04 ADDRESS 410 CHRISLEA ROAD, UNIT 16 WOODBRIDGE ON L4L 8B5
 05 DEBTOR
 06 NAME BUSINESS NAME
 07 ADDRESS
 08 SECURED PARTY / LIEN CLAIMANT KATSARGIRIS HOLDINGS INC.
 09 ADDRESS C/O 833 SWISS HEIGHTS DRIVE OSHAWA ON L1K 2B1
 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	X	X	X	X	X				

11 MOTOR
 12 VEHICLE
 13 GENERAL ALL PRESENT AND FUTURE UNDERTAKING AND PROPERTY, BOTH REAL AND
 14 COLLATERAL PERSONAL, OF THE DEBTOR COMPRISING OR DIRECTLY RELATED TO 410
 15 DESCRIPTION CHRISLEA ROAD, UNIT 3, VAUGHAN, ONTARIO, INCLUDING, WITHOUT
 16 REGISTERING BEARD WINTER LLP - AMBER JESSE
 AGENT
 17 ADDRESS 701-130 ADELAIDE ST W TORONTO ON M5H 2K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 23

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 788133969

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20221102 1310 1590 6699

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL LIMITATION, ALL EQUIPMENT, MATERIAL AGREEMENTS, DEPOSITS, PERMITS,

14 COLLATERAL RENTS, PROFITS, REVENUE, RECEIVABLES, BOOKS AND RECORDS AND

15 DESCRIPTION INTANGIBLES RELATING THERETO AND ALL PROCEEDS THEREOF.

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 24

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 787385484

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 2 20221006 1834 1532 3223 P PPSA 04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L8B5
ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / CANADIAN DEALER LEASE SERVICES INC.
LIEN CLAIMANT

09 ADDRESS 372 BAY STREET, SUITE 1800 TORONTO ON M5H2W9

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X 160040.18

YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 LAND ROVER RANGE ROVER SALKP9FU9PA019162

12 VEHICLE

13 GENERAL OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE

14 COLLATERAL AND THE PROCEEDS OF THOSE VEHICLES

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 25

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 787385484

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 2 20221006 1834 1532 3223

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / BANK OF NOVA SCOTIA - DLAC
LIEN CLAIMANT

09 ADDRESS 44 KING STREET W, SCOTIA PLAZA TORONTO ON M5H1H1

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 26

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 787340475

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 6 20221005 1614 5064 9881 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA ROAD, UNIT 16 VAUGHAN ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / NAMEH & JACQUELINE JABBOUR

LIEN CLAIMANT

09 ADDRESS C/O 44 UPJOHN ROAD TORONTO ON M3B 2W1

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10 X X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL FIRST RANKING (1) GENERAL SECURITY AGREEMENT CREATING A SECURITY

14 COLLATERAL INTEREST IN ALL PRESENT AND FUTURE ACQUIRED PERSONAL PROPERTY THE

15 DESCRIPTION DEBTORS INCLUDING ALL RIGHTS OF THE DEBTORS (A) UNDER ALL

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 27

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 787340475

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 6 20221005 1614 5064 9881

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL BUILDING/DEVELOPMENT PERMITS AND THE MONIES PAID THEREUNDER (B) TO
14 COLLATERAL ALL PLANS, SPECIFICATIONS, DRAWINGS, CONTRACTS WITH RESPECT TO THE
15 DESCRIPTION PROPERTIES MUNICIPALLY KNOWN AS 410 CHRISLEA ROAD, UNIT 8, VAUGHAN,
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 787340475

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 6 20221005 1614 5064 9881

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ONTARIO, YORK CONDOMINIUM PLAN NO. 744, UNIT 8, LEVEL 1 LEGALLY

14 COLLATERAL DESCRIBED AS UNIT 8, LEVEL 1, YORK REGION CONDOMINIUM PLAN NO. 744,

15 DESCRIPTION BLOCKS 40 & 41, PLAN 65M2589, MORE FULLY DESCRIBED IN SCHEDULE "A" OF

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
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FILE NUMBER

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01 004 6 20221005 1614 5064 9881

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

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ONTARIO CORPORATION NO.

04 ADDRESS

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06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL DECLARATION LT691792, S/T LT834358, VAUGHAN , PIN #29275-0008 (LT)

14 COLLATERAL (HEREIN THE "PROPERTY") (2) ASSIGNMENT OF RENTS WITH RESPECT TO THE

15 DESCRIPTION PROPERTY (3) ASSIGNMENT OF BENEFITS BUT NOT DEBTORS OBLIGATIONS IN

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
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ID : 20230516170145.21

PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
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FILE CURRENCY : 15MAY 2023

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 005 6 20221005 1614 5064 9881

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL MATERIAL AGREEMENTS INCLUDING ALL PRESENT OR FUTURE PROFESSIONAL
14 COLLATERAL CONSTRUCTION, MANAGEMENT AND OTHER CONTRACTS, PLANS, SPECIFICATIONS,
15 DESCRIPTION WORKING DRAWINGS, BUDGETS FOR PROVISION OF MATERIALS AND EQUIPMENT'S,
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

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00 787340475

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 006 6 20221005 1614 5064 9881

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AND SERVICES TO THE PROPERTY AND (40 ASSIGNMENT OF CONDOMINIUM

14 COLLATERAL VOTER RIGHTS

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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00 787340493

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 6 20221005 1615 5064 9883 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA ROAD, UNIT 16 VAUGHAN ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / BERGO INVESTMENT LIMITED
LIEN CLAIMANT

09 ADDRESS 44 UPJOHN ROAD TORONTO ON M3B 2W1

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X X X V.I.N. X

YEAR MAKE MODEL

11 MOTOR

12 VEHICLE

13 GENERAL SECOND RANKING (1) GENERAL SECURITY AGREEMENT CREATING A SECURITY

14 COLLATERAL INTEREST IN ALL PRESENT AND FUTURE ACQUIRED PERSONAL PROPERTY THE

15 DESCRIPTION DEBTORS INCLUDING ALL RIGHTS OF THE DEBTORS (A) UNDER ALL

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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00 787340493

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 6 20221005 1615 5064 9883

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

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06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

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13 GENERAL BUILDING/DEVELOPMENT PERMITS AND THE MONIES PAID THEREUNDER (B) TO
14 COLLATERAL ALL PLANS, SPECIFICATIONS, DRAWINGS, CONTRACTS WITH RESPECT TO THE
15 DESCRIPTION PROPERTIES MUNICIPALLY KNOWN AS 410 CHRISLEA ROAD, UNIT 8, VAUGHAN,
16 REGISTERING
AGENT

17 ADDRESS

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FILE NUMBER

00 787340493

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 6 20221005 1615 5064 9883

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

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06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ONTARIO, YORK CONDOMINIUM PLAN NO. 744, UNIT 8, LEVEL 1 LEGALLY

14 COLLATERAL DESCRIBED AS UNIT 8, LEVEL 1, YORK REGION CONDOMINIUM PLAN NO. 744,

15 DESCRIPTION BLOCKS 40 & 41, PLAN 65M2589, MORE FULLY DESCRIBED IN SCHEDULE "A" OF

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
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00 787340493

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01 004 6 20221005 1615 5064 9883

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL DECLARATION LT691792, S/T LT834358, VAUGHAN , PIN #29275-0008 (LT)

14 COLLATERAL (HEREIN THE "PROPERTY") (2) ASSIGNMENT OF RENTS WITH RESPECT TO THE

15 DESCRIPTION PROPERTY (3) ASSIGNMENT OF BENEFITS BUT NOT DEBTORS OBLIGATIONS IN

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 005 6 20221005 1615 5064 9883

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL MATERIAL AGREEMENTS INCLUDING ALL PRESENT OR FUTURE PROFESSIONAL
14 COLLATERAL CONSTRUCTION, MANAGEMENT AND OTHER CONTRACTS, PLANS, SPECIFICATIONS,
15 DESCRIPTION WORKING DRAWINGS, BUDGETS FOR PROVISION OF MATERIALS AND EQUIPMENT'S,
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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FILE CURRENCY : 15MAY 2023

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 006 6 20221005 1615 5064 9883

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL AND SERVICES TO THE PROPERTY AND (40 ASSIGNMENT OF CONDOMINIUM

14 COLLATERAL VOTER RIGHTS

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
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PROVINCE OF ONTARIO
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SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

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00 787228092

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 2 20221003 1044 1590 2623 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / MNA HOLDINGS INC.
LIEN CLAIMANT

09 ADDRESS 31 YORK RIDGE ROAD TORONTO ON M2P 1R8

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL PRESENT AND FUTURE UNDERTAKING AND PROPERTY, BOTH REAL AND

14 COLLATERAL PERSONAL, OF THE DEBTOR COMPRISING OR DIRECTLY RELATED TO 410

15 DESCRIPTION CHRISLEA ROAD, UNIT 13, VAUGHAN, ONTARIO, INCLUDING, WITHOUT

16 REGISTERING BEARD WINTER LLP - AMBER JESSE

AGENT

17 ADDRESS 701-130 ADELAIDE ST W TORONTO ON M5H 2K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
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00 787228092

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01 002 2 20221003 1044 1590 2623

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL LIMITATION, ALL EQUIPMENT, MATERIAL AGREEMENTS, DEPOSITS, PERMITS,

14 COLLATERAL RENTS, PROFITS, REVENUE, RECEIVABLES, BOOKS AND RECORDS AND

15 DESCRIPTION INTANGIBLES RELATING THERETO AND ALL PROCEEDS THEREOF.

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
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00 786875319

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01 001 2 20220921 0836 1532 8765 P PPSA 04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA RD UNIT 16 WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / MERCEDES-BENZ FINANCIAL
LIEN CLAIMANT

09 ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X 89657.13 12DEC2025

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 MERCEDES-BENZ C43C 4M W1KWJ6EB1NG115151

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 41

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 41

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 786875319

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 2 20220921 0836 1532 8765

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION
LIEN CLAIMANT

09 ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 42

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 42

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785478258

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	2		20220803 1328 6005 1702	P PPSA	06
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 1-410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

ONTARIO CORPORATION NO.

07 ADDRESS 1-410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY / LIEN CLAIMANT
CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PLACE (3117406) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10 X

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL ALL CANON PHOTOCOPIER OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT

14 COLLATERAL NUMBER 3117406, BETWEEN CATALYST FINANCE PARTNERS INC, AS ORIGINAL

15 DESCRIPTION SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 43

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 43

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785478258

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
----------------	----------	----------------	------------------------	---------------------	------------------	---------------------

01 002 2 20220803 1328 6005 1702

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO
14 COLLATERAL TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND
15 DESCRIPTION PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 136

RUN DATE : 2023/05/16

ID : 20230516170145.21

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.

FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785062449

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20220720 1039 1590 2572 P PPSA 5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME HIGH POINT HOLDINGS (NO. 2) CORPORATION

ONTARIO CORPORATION NO.

07 ADDRESS 16-410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.

09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL AN ASSIGNMENT OF RENTS AND INCOME RELATING TO OR DERIVED FROM THE

14 COLLATERAL PROPERTY MUNICIPALLY KNOWN AS 410 CHRISLEA ROAD, UNITS 14-20,

15 DESCRIPTION VAUGHAN, ONTARIO AND 3808 FERRETTI COURT, INNISFIL, ONTARIO AND

16 REGISTERING AGENT FOGLER, RUBINOFF LLP (JF/LR 223643 - 410 CHRISLEA

AGENT

17 ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 45

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785062449

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20220720 1039 1590 2572

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL SECURITY AGREEMENTS RESPECTING DEPOSITS AND CASH SECURITY.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170145.21

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 46

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER							
	785062476							
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		001	1		20220720 1040 1590 2573	P PPSA	5	
	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR NAME	BUSINESS NAME	TAURA DEVELOPMENTS INC.					
03		ADDRESS	16-410 CHRISLEA ROAD			WOODBRIDGE	ONTARIO CORPORATION NO. L4L 8B5	
04	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR NAME	BUSINESS NAME	HIGH POINT HOLDINGS (NO. 2) CORPORATION					
06		ADDRESS	16-410 CHRISLEA ROAD			WOODBRIDGE	ONTARIO CORPORATION NO. L4L 8B5	
07	SECURED PARTY / LIEN CLAIMANT	ADDRESS	FIRM CAPITAL MORTGAGE FUND INC.					
08		ADDRESS	163 CARTWRIGHT AVENUE			TORONTO	ON M6A 1V5	
09	COLLATERAL CLASSIFICATION							
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X			
	YEAR MAKE	MODEL			V.I.N.			
11	MOTOR VEHICLE							
12	GENERAL COLLATERAL DESCRIPTION	GENERAL SECURITY AGREEMENT CREATING A SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR						
13	REGISTERING AGENT	FOGLER, RUBINOFF LLP (JF/LR 223643 -410 CHRISLEA						
14		ADDRESS	77 KING STREET WEST, SUITE 3000 PO BOX 9			TORONTO	ON M5K 1G8	
15	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***							

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 47

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 784179135

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 3 20220621 1149 6005 0766 P PPSA 07

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ADDRESS	1 - 410 CHRISLEA RD	WOODBIDGE	ONTARIO CORPORATION NO.	ON	L4L 8B5
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04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

ADDRESS	1 - 410 CHRISLEA RD	WOODBIDGE	ONTARIO CORPORATION NO.	ON	L4L 8B5
---------	---------------------	-----------	-------------------------	----	---------

07 SECURED PARTY / CWB NATIONAL LEASING INC.

08 LIEN CLAIMANT

ADDRESS	1525 BUFFALO PLACE (3103356)	WINNIPEG	MB	R3T 1L9
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09 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10 X

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL ALL PHOTOCOPIER WITH SCANNER & STAND C/W ALL RELATED COMPONENTS OF

14 COLLATERAL EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3103356, BETWEEN

15 DESCRIPTION CATALYST FINANCE PARTNERS INC., AS ORIGINAL SECURED PARTY AND THE

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 48

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 48

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 784179135

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
----------------	----------	----------------	------------------------	---------------------	------------------	---------------------

01 002 3 20220621 1149 6005 0766

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO

14 COLLATERAL THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL

15 DESCRIPTION ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

49

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 49

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 784179135

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
----------------	----------	----------------	------------------------	---------------------	------------------	---------------------

01 003 3 20220621 1149 6005 0766

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 50

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 50

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 783970389

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 2 20220614 1705 6005 0583 P PPSA 07

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

ONTARIO CORPORATION NO.

07 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY /
LIEN CLAIMANT CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PL. (3089112) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT

14 COLLATERAL NUMBER 3089112, BETWEEN CATALYST FINANCE PARTNERS INC., AS ORIGINAL

15 DESCRIPTION SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 51

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 51

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 783970389

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20220614 1705 6005 0583

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO

14 COLLATERAL TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND

15 DESCRIPTION PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 52

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 783137637

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 2 20220519 0937 1532 6857 P PPSA 04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 16- 410 CHRISLEA RD WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / CANADIAN DEALER LEASE SERVICES INC.
LIEN CLAIMANT

09 ADDRESS 372 BAY STREET, SUITE 1800 TORONTO ON M5H2W9

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X 82772.78

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 LAND ROVER RANGE ROVER VELAR SALYT2EU7NA329600

12 VEHICLE

13 GENERAL OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE

14 COLLATERAL AND THE PROCEEDS OF THOSE VEHICLES

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP
AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 53

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 783137637

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20220519 0937 1532 6857

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / BANK OF NOVA SCOTIA - DLAC

LIEN CLAIMANT

09 ADDRESS 44 KING STREET W, SCOTIA PLAZA TORONTO ON M5H1H1

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 54

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 781512282

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20220329 1056 1590 4826 P PPSA 2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA ROAD, UNIT 16 WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / BNC HOLDINGS INC.

LIEN CLAIMANT

09 ADDRESS C/O 21 HARROWSMITH PLACE RICHMOND HILL ON L4E 2K1

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10 X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL GENERAL ASSIGNMENT OF RENTS AGAINST 410 CHRISLEA ROAD, UNIT 14,

14 COLLATERAL VAUGHAN, ONTARIO L4L 8B5

15 DESCRIPTION

16 REGISTERING BEARD WINTER LLP (ANG)

AGENT

17 ADDRESS 701-130 ADELAIDE ST W TORONTO ON M5H 2K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 55

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 55

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
781512282

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20220329 1056 1590 4826

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / BILL FILIPOPOULOS
LIEN CLAIMANT

09 ADDRESS C/O 21 HARROWSMITH PLACE RICHMOND HILL ON L4E 2K1

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.

12 MOTOR

13 VEHICLE

14 GENERAL

15 COLLATERAL

16 DESCRIPTION

17 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170145.21

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 56

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER							
	779898582							
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		001	2		20220125 1233 1590 4824	P PPSA	3	
	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR NAME	BUSINESS NAME	TAURA DEVELOPMENTS INC.					
03			ONTARIO CORPORATION NO.					
04		ADDRESS	410 CHRISLEA ROAD, UNIT 16			VAUGHAN	ON	L4L 8B5
	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR NAME	BUSINESS NAME	ONTARIO CORPORATION NO.					
06			ONTARIO CORPORATION NO.					
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		MCO MANAGEMENT INC.					
09		ADDRESS	8920 WOODBINE AVENUE, SUITE 403			MARKHAM	ON	L3R 9W9
	COLLATERAL CLASSIFICATION							
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10		X	X	X	X			
		YEAR MAKE	MODEL		V.I.N.			
11	MOTOR VEHICLE							
12	GENERAL COLLATERAL DESCRIPTION	ALL PRESENT AND FUTURE UNDERTAKING AND PROPERTY, BOTH REAL AND PERSONAL, OF THE DEBTOR COMPRISING OR DIRECTLY RELATED TO 410 CHRISLEA ROAD, UNIT 19, VAUGHAN, ONTARIO, INCLUDING, WITHOUT REGISTERING AGENT						
13	REGISTERING AGENT	ADDRESS	701-130 ADELAIDE ST W			TORONTO	ON	M5H 2K4
14		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***						

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 57

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 779898582

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 2 20220125 1233 1590 4824

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / GEORGE KORINIS
LIEN CLAIMANT

09 ADDRESS 79 WOODVALLEY CRESCENT MAPLE ON L6A 4J5

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL LIMITATION, ALL EQUIPMENT, MATERIAL AGREEMENTS, DEPOSITS, PERMITS,

14 COLLATERAL RENTS, PROFITS, REVENUE, RECEIVABLES, BOOKS AND RECORDS AND

15 DESCRIPTION INTANGIBLES RELATING THERETO AND ALL PROCEEDS THEREOF.

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 58

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 58

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 779088159

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20211216 1218 1590 9965 P PPSA 3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA ROAD, UNIT 16 WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / MCO MANAGEMENT INC.
LIEN CLAIMANT

09 ADDRESS 8920 WOODBINE AVENUE, SUITE 403 MARKHAM ON L3R 9W9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10 X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL PRESENT AND FUTURE UNDERTAKING AND PROPERTY, BOTH REAL AND

14 COLLATERAL PERSONAL, OF THE DEBTOR COMPRISING OR DIRECTLY RELATED TO 410

15 DESCRIPTION CHRISLEA ROAD, UNITS 15, 16, 17, 18 & 20, VAUGHAN, ONTARIO,

16 REGISTERING BEARD WINTER LLP - AMBER JESSE

AGENT

17 ADDRESS 701-130 ADELAIDE ST W TORONTO ON M5H 2K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 59

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 779088159

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
----------------	----------	----------------	------------------------	---------------------	------------------	---------------------

01 002 2 20211216 1218 1590 9965

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT MICHEL KATSARGIRIS

09 ADDRESS 40 CHATFIELD DRIVE TORONTO ON M3B 1K5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL INCLUDING, WITHOUT LIMITATION, ALL EQUIPMENT, MATERIAL AGREEMENTS,

14 COLLATERAL DEPOSITS, PERMITS, RENTS, PROFITS, REVENUE, RECEIVABLES, BOOKS AND

15 DESCRIPTION RECORDS AND INTANGIBLES RELATING THERETO AND ALL PROCEEDS THEREOF.

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 60

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 60

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777983463

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 2 20211105 1008 6005 5902 P PPSA 07

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

ONTARIO CORPORATION NO.

07 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY /
LIEN CLAIMANT CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PLACE (3071162) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT

14 COLLATERAL NUMBER 3071162, BETWEEN CATALYST FINANCE PARTNERS INC., AS ORIGINAL

15 DESCRIPTION SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 61

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777983463

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20211105 1008 6005 5902

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO
14 COLLATERAL TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND
15 DESCRIPTION PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

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RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170145.21

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 62

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER							
	777468312							
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		001	5		20211020 1003 1901 3962	P PPSA	06	
	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR NAME	BUSINESS NAME	TAURA DEVELOPMENTS INC.					
03		ADDRESS	1 - 410 CHRISLEA RD			WOODBRIDGE	ONTARIO CORPORATION NO.	
04		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		ON	L4L 8B5
05	DEBTOR NAME	BUSINESS NAME	TAURA DEVELOPMENTS INC.					
06		ADDRESS	410 CHRISLEA RD UNIT 16			WOODBRIDGE	ONTARIO CORPORATION NO.	
07	SECURED PARTY / LIEN CLAIMANT		VAULT CREDIT CORPORATION				ON	L4L 8B5
08		ADDRESS	41 SCARSDALE ROAD, SUITE 5			TORONTO	ON	M3B 2R2
09	COLLATERAL CLASSIFICATION							
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10			X		X			
		YEAR MAKE	MODEL		V.I.N.			
11	MOTOR VEHICLE GENERAL							
12	COLLATERAL DESCRIPTION							
13	REGISTERING AGENT	ESC CORPORATE SERVICES LTD.						
14		ADDRESS	201-1325 POLSON DRIVE			VERNON	BC	V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 63

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170145.21

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777468312

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 5 20211020 1003 1901 3962

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME TAURA DEVELOPMENTS

ONTARIO CORPORATION NO.

07 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY /
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING
 17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
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ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 64

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777468312

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 5 20211020 1003 1901 3962

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA RD UNIT 16 WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME TAURA DEVELOPMENTS

ONTARIO CORPORATION NO.

07 ADDRESS 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 65

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777468312

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 004 5 20211020 1003 1901 3962

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

04 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

07 ADDRESS 410 CHRISLEA RD WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B5

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 66

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777468312

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 005 5 20211020 1003 1901 3962

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

04 ADDRESS 410 CHRISLEA RD WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 67

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 67

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 769458798

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20210126 1407 1590 2418 P PPSA 5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT JASON KARAMETCH

09 ADDRESS C/O 8920 WOODBINE AVENUE MARKHAM ON L3R 9W9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10 X X X X X

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL ALL PRESENT AND FUTURE UNDERTAKINGS AND PROPERTY, BOTH REAL AND

14 COLLATERAL PERSONAL, OF THE DEBTOR COMPRISING OR DIRECTLY RELATED TO 410

15 DESCRIPTION CHRISLEA ROAD, UNIT 18, WOODBRIDGE, ONTARIO, INCLUDING, WITHOUT

16 REGISTERING BEARD WINTER LLP - AMBER JESSE

AGENT

17 ADDRESS 701-130 ADELAIDE ST W TORONTO ON M5H 2K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 68

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 68

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 769458798

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20210126 1407 1590 2418

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT GEORGE KORINIS

09 ADDRESS C/O 8920 WOODBINE AVENUE MARKHAM ON L3R 9W9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL LIMITATION, ALL EQUIPMENT, MATERIAL AGREEMENTS, DEPOSITS, PERMITS,

14 COLLATERAL RENTS, PROFITS, REVENUE, RECEIVABLES, BOOKS AND RECORDS AND

15 DESCRIPTION INTANGIBLES RELATING THERETO AND ALL PROCEEDS THEREOF.

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 69

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060

RUN NUMBER : 136

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

PAGE : 69

RUN DATE : 2023/05/16

ENQUIRY SEARCH RESPONSE

ID : 20230516170145.21

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.

FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749542194

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 3 20190328 1717 1902 5027 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS UNIT 15 - 16, 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / VALIANT FINANCIAL SERVICES INC.

LIEN CLAIMANT

09 ADDRESS STE 426 - 505 8840 210 STREET LANGLEY BC V1M 2Y2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2015 CAT 420F2IT BACKHOE LOA LYC00229

12 VEHICLE

13 GENERAL ALL BACKHOE LOADERS AND BACKHOE LOADER EQUIPMENT INCLUDING, BUT NOT

14 COLLATERAL LIMITED TO (1) 2015 CAT 420F2IT BACKHOE LOADER (SERIAL NUMBER

15 DESCRIPTION LYC00229) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 70

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749542194

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 3 20190328 1717 1902 5027

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL

14 COLLATERAL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

15 DESCRIPTION AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 71

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749542194

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 3 20190328 1717 1902 5027

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

14 COLLATERAL DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 72

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20200310 1730 1902 7524	

RECORD REFERENCED	FILE NUMBER	749542194	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22					A AMENDMENT		

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			

DEBTOR/ TRANSFEROR	BUSINESS NAME	STATEVIEW CONSTRUCTION LTD.
24		
25	OTHER CHANGE	
26	REASON/ DESCRIPTION	ADDED DEBTOR TAURA DEVELOPMENTS INC. (UNIT 15-16, 410 CHRISLEA RD)

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05				

ASSIGNOR	BUSINESS NAME	TAURA DEVELOPMENTS INC.	ADDRESS	UNIT 15-16, 410 CHRISLEA RD	WOODBRIDGE	ONTARIO CORPORATION NO.	ON	L4L 8B5
03/06								

29 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
08									

YEAR	MAKE	MODEL	V.I.N.
10			

MOTOR VEHICLE GENERAL DESCRIPTION	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	ESC CORPORATE SERVICES LTD.	201-1325 POLSON DRIVE	VERNON	BC	V1T 8H2
11							
12							
13							
14							
15							

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 73

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749334654

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 3 20190322 1143 1901 0289 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS UNIT 15 - 16, 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / VALIANT FINANCIAL SERVICES INC.
LIEN CLAIMANT

09 ADDRESS STE 426 - 505 8840 210 STREET LANGLEY BC V1M 2Y2

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2017 CAT 420F2IT BACKHOE LOA LYC00481

12 VEHICLE

13 GENERAL ALL BACKHOE LOADERS AND BACKHOE LOADER EQUIPMENT INCLUDING BUT NOT

14 COLLATERAL LIMITED TO (1) 2017 CAT 420F2IT BACKHOE LOADER (SERIAL NUMBER

15 DESCRIPTION LYC00481) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 74

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749334654

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 3 20190322 1143 1901 0289

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL

14 COLLATERAL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

15 DESCRIPTION AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 75

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749334654

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 3 20190322 1143 1901 0289

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

14 COLLATERAL DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 76

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170145.21

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
 FILE CURRENCY : 15MAY 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20200310 1732 1902 7527	

21	RECORD REFERENCED	FILE NUMBER	749334654			RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT		

23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	STATEVIEW CONSTRUCTION LTD.	

25 OTHER CHANGE
 26 REASON/ ADD DEBTOR TAURA DEVELOPMENTS INC (UNIT 15 - 16, 410 CHRISLEA RD)
 27 DESCRIPTION

02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			

03/	TRANSFEREE	BUSINESS NAME	TAURA DEVELOPMENTS INC
06			

04/07	ADDRESS	UNIT 15 - 16, 410 CHRISLEA RD	WOODBIDGE	ON	L4L 8B5	ONTARIO CORPORATION NO.
-------	---------	-------------------------------	-----------	----	---------	-------------------------

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
--	----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10	YEAR	MAKE	MODEL	V.I.N.
----	------	------	-------	--------

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 77

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 724079511

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20170116 1047 1590 5145 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS UNITS 15 & 16, 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / THE TORONTO-DOMINION BANK
LIEN CLAIMANT

09 ADDRESS 2 ST. CLAIR AVENUE EAST (BRANCH #1968) TORONTO ON M4T 2V4

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ASSIGNMENT AND POSTPONEMENT IN FAVOUR OF THE SECURED PARTY OF DEBTS
14 COLLATERAL AND LIABILITIES OF STATEVIEW CONSTRUCTION LTD. TO THE DEBTOR PURSUANT
15 DESCRIPTION TO GUARANTEES GIVEN BY THE DEBTOR TO THE SECURED PARTY.

16 REGISTERING BRATTYS LLP (218373 AR/AVG)
AGENT

17 ADDRESS 7501 KEELE STREET, SUITE 200 VAUGHAN ON L4K 1Y2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 78

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01	01	001		20211123 1055 1529 5521			
21	RECORD FILE NUMBER	724079511					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	B RENEWAL		5	
23	REFERENCE		FIRST GIVEN NAME	INITIAL SURNAME			
24	DEBTOR/ BUSINESS NAME	TAURA DEVELOPMENTS INC.					
25	TRANSFEROR						
26	OTHER CHANGE						
27	REASON/ DESCRIPTION						

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS

17 SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 79

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 79

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170145.21

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 724029948

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20170112 1409 1590 5011 P PPSA 5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS UNITS15 & 16, 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT THE TORONTO-DOMINION BANK

09 ADDRESS 2 ST. CLAIR AVENUE EAST (BRANCH #1968) TORONTO ON M4T 2V4

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	X	X	X	X	X				X

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT BRATTYS LLP (218373 AR/AVG)

17 ADDRESS 200 - 7501 KEELE STREET VAUGHAN ON L4K 1Y2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 80

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 80

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20211122 1934 1531 0366	

21 RECORD FILE NUMBER 724029948

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22	X	B RENEWAL	5	

23 REFERENCE

FIRST GIVEN NAME	INITIAL	SURNAME
24 DEBTOR/ BUSINESS NAME TAURA DEVELOPMENTS INC.		

24 DEBTOR/ BUSINESS NAME TAURA DEVELOPMENTS INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION

28

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			

05 DEBTOR/

BUSINESS NAME	ONTARIO CORPORATION NO.
03/ TRANSFEREE BUSINESS NAME	

06

ADDRESS
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

ADDRESS
09 ADDRESS

09 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10								

YEAR	MAKE	MODEL	V.I.N.
11			

11 MOTOR
12 VEHICLE
13 GENERAL

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS

SECURED PARTY/ ADDRESS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8
17				

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 81

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170145.21
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
 FILE CURRENCY : 15MAY 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
792292707	20230412 1722 6005 6366			
791675118	20230322 1231 6005 5958			
790205544	20230124 1819 6005 5031			
790132617	20230123 0813 1532 4933			
789839901	20230109 1703 1462 0153	20230510 1706 1462 4088		
789839919	20230109 1703 1462 0154	20230510 1706 1462 4089		
789328962	20221215 1234 1590 3223			
789328989	20221215 1234 1590 3224			
788390973	20221114 0827 1532 8223			
788133969	20221102 1310 1590 6699			
787385484	20221006 1834 1532 3223			
787340475	20221005 1614 5064 9881			
787340493	20221005 1615 5064 9883			
787228092	20221003 1044 1590 2623			
786875319	20220921 0836 1532 8765			
785478258	20220803 1328 6005 1702			
785062449	20220720 1039 1590 2572			
785062476	20220720 1040 1590 2573			
784179135	20220621 1149 6005 0766			
783970389	20220614 1705 6005 0583			
783137637	20220519 0937 1532 6857			
781512282	20220329 1056 1590 4826			
779898582	20220125 1233 1590 4824			
779088159	20211216 1218 1590 9965			
777983463	20211105 1008 6005 5902			
777468312	20211020 1003 1901 3962			
769458798	20210126 1407 1590 2418			
749542194	20190328 1717 1902 5027	20200310 1730 1902 7524		
749334654	20190322 1143 1901 0289	20200310 1732 1902 7527		
724079511	20170116 1047 1590 5145	20211123 1055 1529 5521		

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170145.21
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAURA DEVELOPMENTS INC.
FILE CURRENCY : 15MAY 2023

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 82

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
724029948	20170112 1409 1590 5011	20211122 1934 1531 0366		

37 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

ENQUIRY NUMBER 20230516170142.82 CONTAINS 78 PAGE(S), 45 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP
SUITE NO: 3200 100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 2

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 792771795

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 001 20230427 1703 1462 7806 P PPSA 1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATE VIEW CONSTRUCTION LTD

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA ROAD UNIT 15-16 WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / TOROMONT CAT, A DIV. OF TOROMONT INDUSTRIES LTD.
LIEN CLAIMANT

09 ADDRESS 3131 HWY. 7 WEST, PO BOX 5511 CONCORD ON L4K1B7

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X

YEAR MAKE MODEL V.I.N.
11 MOTOR 2022 AA 420F2IT CAT0420FELYC00481

12 VEHICLE

13 GENERAL WO001175489

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING TOROMONT CAT, A DIV. OF TOROMONT INDUSTRIES LTD.
AGENT

17 ADDRESS 3131 HWY. 7 WEST, PO BOX 5511 CONCORD ON L4K1B7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 3

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 792771804

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 001 20230427 1703 1462 7807 P PPSA 1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATE VIEW CONSTRUCTION LTD

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA ROAD UNIT 15-16 WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / TOROMONT CAT, A DIV. OF TOROMONT INDUSTRIES LTD.
LIEN CLAIMANT

09 ADDRESS 3131 HWY. 7 WEST, PO BOX 5511 CONCORD ON L4K1B7

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 AA 420F2IT CAT0420FCLYC00229

12 VEHICLE

13 GENERAL CAT0420FCLYC00229

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING TOROMONT CAT, A DIV. OF TOROMONT INDUSTRIES LTD.
AGENT

17 ADDRESS 3131 HWY. 7 WEST, PO BOX 5511 CONCORD ON L4K1B7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 4

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 792292707

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 3 20230412 1722 6005 6366 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 1 - 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

ONTARIO CORPORATION NO.

07 ADDRESS 1 - 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY /
LIEN CLAIMANT CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PLACE (3148232) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL IMAGE RUNNER ADVANCE PHOTOCOPIER OF EVERY NATURE OR KIND

14 COLLATERAL DESCRIBED IN AGREEMENT NUMBER 3148232, BETWEEN CATALYST FINANCE

15 DESCRIPTION PARTNERS INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 5

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 792292707

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 3 20230412 1722 6005 6366

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED
14 COLLATERAL PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,
15 DESCRIPTION ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY
16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 6

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 792292707

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 3 20230412 1722 6005 6366

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL OR INDIRECTLY THEREFROM.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

7

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 7

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 791675118

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20230322 1231 6005 5958 P PPSA 07

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

04 ADDRESS 1 - 410 CHRISLEA ROAD WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

07 ADDRESS 1 - 410 CHRISLEA ROAD WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B5

08 SECURED PARTY / LIEN CLAIMANT CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PLACE (3142688) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10 X

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT

14 COLLATERAL NUMBER 3142668, BETWEEN CATALYST FINANCE PARTNERS INC, AS ORIGINAL

15 DESCRIPTION SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 8

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 791675118

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20230322 1231 6005 5958

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO

14 COLLATERAL TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND

15 DESCRIPTION PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 9

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790205544

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 3 20230124 1819 6005 5031 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

ONTARIO CORPORATION NO.

07 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY / LIEN CLAIMANT CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PLACE (3126969) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10 X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL PHOTOCOPIERS - CANON IMAGERUNNER OF EVERY NATURE OR KIND

14 COLLATERAL DESCRIBED IN AGREEMENT NUMBER 3126969, BETWEEN CATALYST FINANCE

15 DESCRIPTION PARTNERS INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 10

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790205544

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 3 20230124 1819 6005 5031

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED
14 COLLATERAL PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,
15 DESCRIPTION ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY
16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 11

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790205544

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 3 20230124 1819 6005 5031

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL OR INDIRECTLY THEREFROM.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 12

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789761295

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20230105 1219 4085 2865 P PPSA 04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY
LIEN CLAIMANT

09 ADDRESS BOX 1800 RPO LAKESHORE WEST OAKVILLE ON L6K 0J8

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 FORD F150 1FTEW1EB5NKE96316

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 13

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 789328962

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20221215 1234 1590 3223	P PPSA	5

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

04 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 ONTARIO CORPORATION NO.

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5
 ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.

09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5
 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
			X	X				

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
 12 GENERAL COLLATERAL
 13 DESCRIPTION

16 REGISTERING AGENT FOGLER, RUBINOFF LLP 225502 JF/DW HAMPTON HEIGHTS

17 ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 14

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789328989

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 3 20221215 1234 1590 3224 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

07 ADDRESS 410 CHRISLEA ROAD, SUITE 16, WOODBRIDGE ON L4L 8B5

08 SECURED PARTY / LIEN CLAIMANT FIRM CAPITAL MORTGAGE FUND INC.

09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ASSIGNMENT AND POSTPONEMENT OF CLAIMS BY THE DEBTORS IN RESPECT OF
 14 COLLATERAL ALL INDEBTEDNESS AND LIABILITY, PRESENT AND FUTURE, OF STATEVIEW
 15 DESCRIPTION HOMES (HAMPTON HEIGHTS) INC. TO THE DEBTORS AND ALL PROCEEDS THEREOF.
 16 REGISTERING AGENT FOGLER, RUBINOFF LLP 225502 JF/DW HAMPTON HEIGHTS

17 ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 15

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789328989

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 3 20221215 1234 1590 3224

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	16MAR1973	DINO		TAURASI

03 BUSINESS NAME

ADDRESS	48 PUCCINI DRIVE	RICHMOND HILL	ONTARIO CORPORATION NO.
04			ON L4E 2Y6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	24NOV1978	CARLO		TAURASI

06 BUSINESS NAME

ADDRESS	48A PUCCINI DRIVE	RICHMOND HILL	ONTARIO CORPORATION NO.
07			ON L4E 2Y6

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 16

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789328989

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 3 20221215 1234 1590 3224

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02 DEBTOR	31MAR1985	DANIEL	M	CICCONE

03 NAME BUSINESS NAME

DEBTOR NAME	ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME	REGISTRATION PERIOD
04 DEBTOR	55 COOPERAGE CRESCENT				ONTARIO CORPORATION NO. ON L4C 9M2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

RUN NUMBER : 136
 RUN DATE : 2023/05/16

ID : 20230516170142.82

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.

FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789180048

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 3 20221209 1115 1590 2291 P PPSA 3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO. 1835835

04 ADDRESS 410 CHISLEA ROAD, UNIT 16, WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 31MAR1985 DANIEL CICCONE

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 55 COOPERAGE CRESCENT RICHMOND HILL ON L4C 9M2

08 SECURED PARTY / 797377 ONTARIO INC.

LIEN CLAIMANT

09 ADDRESS 5 PAISLEY LANE UXBRIDGE ON L9P 0G5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X 09DEC2025

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ASSIGNMENT OF RENTS

14 COLLATERAL GUARANTEES

15 DESCRIPTION

16 REGISTERING STANLEY ROSENFARB

AGENT

17 ADDRESS 300-2005 SHEPPARD AVE EAST TORONTO ON M2J 5B4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 18

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789180048

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 3 20221209 1115 1590 2291

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR 24NOV1978 CARLO TAURASI

03 NAME BUSINESS NAME

ADDRESS 48A PUCCINI DRIVE RICHMOND HILL ONTARIO CORPORATION NO. ON L4E 1Y6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 16MAR1973 DINO TAURASI

06 NAME BUSINESS NAME

ADDRESS 48 PUCCINI DRIVE RICHMOND HILL ONTARIO CORPORATION NO. ON L4E 2Y6

08 SECURED PARTY / LIEN CLAIMANT

ADDRESS

09 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING
 17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 19

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789180048

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 3 20221209 1115 1590 2291

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW HOMES (ELM&CO) INC.

ONTARIO CORPORATION NO. 100019716

04 ADDRESS 410 CHRISLEA ROAD, SUITE 16 WOODBRIDGE

ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060

RUN NUMBER : 136

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

PAGE : 20

RUN DATE : 2023/05/16

ENQUIRY SEARCH RESPONSE

ID : 20230516170142.82

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.

FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789116085

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20221207 1405 1590 1851 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 24NOV1978 CARLO TAURASI

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 48A PUCCINI DRIVE RICHMOND HILL ON L4E 2Y6

08 SECURED PARTY / LIEN CLAIMANT DORR CAPITAL CORPORATION

09 ADDRESS 41 SCARSDALE ROAD, UNIT 6 TORONTO ON M3B 2R2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT BLANEY MCMURTRY LLP (R. HAWKINS)

17 ADDRESS 1500-2 QUEEN STREET EAST, MARITIME LIFE TORONTO ON M5C 3G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 21

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789116085

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 2 20221207 1405 1590 1851

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR 16MAR1973 DINO TAURASI

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS 48 PUCCINI DRIVE RICHMOND HILL ON L4E 2Y6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 31MAR1985 DANIEL M CICCONE

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 55 COOPERAGE CRESCENT RICHMOND HILL ON L4C 9M2

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

REPORT : PSSR060

PAGE : 22

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 788832009

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	1		20221128 1526 1532 1305	P PPSA	04
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

09 ADDRESS BOX 1800 RPO LAKESHORE WEST OAKVILLE ON L6K 0J8

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X	X				X

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR 2022 FORD F150 1FTFW1E58NFC33583

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 23

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785886237

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20220817 1429 4085 4339 P PPSA 04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

09 ADDRESS BOX 1800 RPO LAKESHORE WEST OAKVILLE ON L6K 0J8

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 FORD T350 1FTBW3XG8NKA16146

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 24

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785478258

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20220803 1328 6005 1702 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 1-410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

ONTARIO CORPORATION NO.

07 ADDRESS 1-410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY / LIEN CLAIMANT CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PLACE (3117406) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL CANON PHOTOCOPIER OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT

14 COLLATERAL NUMBER 3117406, BETWEEN CATALYST FINANCE PARTNERS INC, AS ORIGINAL

15 DESCRIPTION SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 25

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785478258

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20220803 1328 6005 1702

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO

14 COLLATERAL TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND

15 DESCRIPTION PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 26

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785062503

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20220720 1041 1590 2575 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / FIRM CAPITAL MORTGAGE FUND INC.
LIEN CLAIMANT

09 ADDRESS 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL GENERAL SECURITY AGREEMENT CREATING A SECURITY INTEREST IN ALL

14 COLLATERAL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR

15 DESCRIPTION

16 REGISTERING FOGLER, RUBINOFF LLP (JF/LR 223643 - 410 CHRISLEA)

AGENT

17 ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

RUN NUMBER : 136
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 ID : 20230516170142.82

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER								
	785062539								
01	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
		001	2		20220720 1041 1590 2576	P PPSA	5		
02	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
			STATEVIEW CONSTRUCTION LTD.						
03	NAME	BUSINESS NAME							
			ONTARIO CORPORATION NO.						
04	ADDRESS	16-410 CHRISLEA ROAD			WOODBIDGE	ON	L4L 8B5		
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
		24NOV1978	CARLO		TAURASI				
06	NAME	BUSINESS NAME							
			ONTARIO CORPORATION NO.						
07	ADDRESS	48A PUCCINI DRIVE			RICHMOND HILL	ON	L4E 2Y6		
08	SECURED PARTY / LIEN CLAIMANT	FIRM CAPITAL MORTGAGE FUND INC.							
09	ADDRESS	163 CARTWRIGHT AVENUE			TORONTO	ON	M6A 1V5		
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
					X X				
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.					
12	GENERAL DESCRIPTION	ASSIGNMENT AND POSTPONEMENT OF CLAIMS BY THE DEBTORS IN RESPECT OF ALL INDEBTEDNESS AND LIABILITY, PRESENT AND FUTURE, OF TAURA DEVELOPMENTS INC. AND HIGH POINT HOLDINGS (NO. 2) CORPORATION TO THE REGISTERING AGENT							
		FOGLER, RUBINOFF LLP (JF/LR 223643 - 410 CHRISLEA)							
13	ADDRESS	77 KING STREET WEST, SUITE 3000 PO BOX 9			TORONTO	ON	M5K 1G8		
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***							

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ID : 20230516170142.82

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 28

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785062539

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 2 20220720 1041 1590 2576

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
16MAR1973 DINO TAURASI

03 NAME BUSINESS NAME

04 ADDRESS 48 PUCCINI DRIVE RICHMOND HILL ONTARIO CORPORATION NO.
ON L4E 2Y6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
31MAR1985 DANIEL M CICCONE

06 NAME BUSINESS NAME

07 ADDRESS 55 COOPERAGE CRES. RICHMOND HILL ONTARIO CORPORATION NO.
ON L4C 9M2

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE

13 GENERAL DEBTORS AND ALL PROCEEDS THEREOF.

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 784275399

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20220623 1656 4085 3299 P PPSA 04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

09 ADDRESS BOX 1800 RPO LAKESHORE WEST OAKVILLE ON L6K 0J8

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X X

YEAR MAKE MODEL V.I.N.
 2022 FORD F150 1FTFW1E5XNKD84707

11 MOTOR VEHICLE

12 GENERAL

13 COLLATERAL

14 DESCRIPTION

15 REGISTERING AGENT D + H LIMITED PARTNERSHIP

16 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
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 ID : 20230516170142.82

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 784179135

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	3		20220621 1149 6005 0766	P PPSA	07
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

ONTARIO CORPORATION NO.

07 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY / LIEN CLAIMANT CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PLACE (3103356) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10 X

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL ALL PHOTOCOPIER WITH SCANNER & STAND C/W ALL RELATED COMPONENTS OF

14 COLLATERAL EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3103356, BETWEEN

15 DESCRIPTION CATALYST FINANCE PARTNERS INC., AS ORIGINAL SECURED PARTY AND THE

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 31

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 784179135

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 3 20220621 1149 6005 0766

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO

14 COLLATERAL THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL

15 DESCRIPTION ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

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PAGE : 32

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 784179135

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 3 20220621 1149 6005 0766

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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33

RUN NUMBER : 136
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 783970389

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20220614 1705 6005 0583 P PPSA 07

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

ONTARIO CORPORATION NO.

07 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY / LIEN CLAIMANT CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PL. (3089112) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT

14 COLLATERAL NUMBER 3089112, BETWEEN CATALYST FINANCE PARTNERS INC., AS ORIGINAL

15 DESCRIPTION SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 34

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 783970389

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20220614 1705 6005 0583

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO

14 COLLATERAL TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND

15 DESCRIPTION PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
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PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 783344691

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20220526 1451 1532 7473 P PPSA 04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

09 ADDRESS BOX 1800 RPO LAKESHORE WEST OAKVILLE ON L6K 0J8

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X X

YEAR MAKE MODEL V.I.N.
 2022 FORD F150 1FTEW1EP2NKD81846

11 MOTOR VEHICLE

12 GENERAL

13 COLLATERAL

14 DESCRIPTION

15 REGISTERING AGENT D + H LIMITED PARTNERSHIP

16 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
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ID : 20230516170142.82

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ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 36

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 782654274

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20220504 1114 1532 4733 P PPSA 04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

09 ADDRESS BOX 1800 RPO LAKESHORE WEST OAKVILLE ON L6K 0J8

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X X

YEAR MAKE MODEL V.I.N.
11 MOTOR 2022 FORD F150 1FTFW1E53NFB04490

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
782327124

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20220426 0819 1532 8451 P PPSA 08

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD

04 ADDRESS 410 CHRISLEA ROAD WOODBRIDGE ONTARIO CORPORATION NO.
ON L4L8B5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
16MAR1973 DINO TAURASI

06 NAME BUSINESS NAME

07 ADDRESS 48 PUCCINI DRIVE RICHMOND HILL ONTARIO CORPORATION NO.
ON L4E2Y6

08 SECURED PARTY / ROYAL BANK OF CANADA
LIEN CLAIMANT

09 ADDRESS 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2
COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X 93747.26 16APR2030

11 MOTOR YEAR MAKE MODEL V.I.N.
2022 RAM 1500 1C6SRFKT4NN195157

12 VEHICLE
13 GENERAL

14 COLLATERAL
15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP
AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 38

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060

RUN NUMBER : 136

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

PAGE : 38

RUN DATE : 2023/05/16

ENQUIRY SEARCH RESPONSE

ID : 20230516170142.82

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.

FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 782227134

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	1		20220421 1511 1532 7753	P PPSA	04
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

09 ADDRESS BOX 1800 RPO LAKESHORE WEST OAKVILLE ON L6K 0J8

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X	X				X

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR 2022 FORD EDGE 2FMPK4J92NBA50249

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 39

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

REPORT : PSSR060

PAGE : 39

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 782014734

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	1		20220413 1504 1532 5720	P PPSA	05
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / FORD CREDIT CANADA COMPANY

LIEN CLAIMANT

09 ADDRESS BOX 1800 RPO LAKESHORE WEST OAKVILLE ON L6K 0J8

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X	X				X

YEAR MAKE	MODEL	V.I.N.
11 MOTOR 2022 FORD	T250	1FTBR3X89NKA10677

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 40

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 40

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
781576182

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20220330 1424 1532 0588 P PPSA 04

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ONTARIO CORPORATION NO.
ON L4L8B5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY
LIEN CLAIMANT

09 ADDRESS BOX 1800 RPO LAKESHORE WEST OAKVILLE ON L6K 0J8
COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.
2022 FORD F150 1FTFW1E52NFA32441

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP
AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 41

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 41

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 781525962

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	1		20220329 1400 1532 5624	P PPSA	04
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

09 ADDRESS BOX 1800 RPO LAKESHORE WEST OAKVILLE ON L6K 0J8

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X	X				X

YEAR MAKE	MODEL	V.I.N.
11 MOTOR 2022 FORD	F150	1FTFW1E50NFA32440

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 42

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 777983463

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20211105 1008 6005 5902	P PPSA	07

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

04 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

07 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B5

08 SECURED PARTY / LIEN CLAIMANT CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PLACE (3071162) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X						

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
 12 GENERAL ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT
 14 COLLATERAL NUMBER 3071162, BETWEEN CATALYST FINANCE PARTNERS INC., AS ORIGINAL
 15 DESCRIPTION SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE
 16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 43

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777983463

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20211105 1008 6005 5902

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO

14 COLLATERAL TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND

15 DESCRIPTION PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 44

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 777468312

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	5		20211020 1003 1901 3962	P PPSA	06

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

04 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B5

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

07 ADDRESS 410 CHRISLEA RD UNIT 16 WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B5

08 SECURED PARTY / LIEN CLAIMANT VAULT CREDIT CORPORATION

09 ADDRESS 41 SCARSDALE ROAD, SUITE 5 TORONTO ON M3B 2R2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X				

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
 12 GENERAL COLLATERAL
 13 DESCRIPTION

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 45

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777468312

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 5 20211020 1003 1901 3962

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS INC.

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME TAURA DEVELOPMENTS

ONTARIO CORPORATION NO.

07 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 46

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777468312

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 5 20211020 1003 1901 3962

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME TAURA DEVELOPMENTS

04 ADDRESS 410 CHRISLEA RD UNIT 16 WOODBRIDGE ONTARIO CORPORATION NO. L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME TAURA DEVELOPMENTS

07 ADDRESS 410 CHRISLEA RD WOODBRIDGE ONTARIO CORPORATION NO. L4L 8B5

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 47

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777468312

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 004 5 20211020 1003 1901 3962

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

ONTARIO CORPORATION NO.

04 ADDRESS 1 - 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

ONTARIO CORPORATION NO.

07 ADDRESS 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 48

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777468312

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 005 5 20211020 1003 1901 3962

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION

04 ADDRESS 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5
ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 49

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 776148867

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 X 001 1 20210907 1246 4050 5088 P PPSA 04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / TWIN HILLS FORD LINCOLN LIMITED

LIEN CLAIMANT

09 ADDRESS 10801 YONGE STREET RICHMOND HILL ON L4C 3E3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X 66467 03SEP2025

YEAR MAKE MODEL V.I.N.

11 MOTOR 2021 FORD F150 1FTFW1E57MKE26832

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 50

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060

RUN NUMBER : 136
 RUN DATE : 2023/05/16

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

PAGE : 50

ID : 20230516170142.82

ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.

FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 776153178

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 X	001	1		20210907 1330 4050 5089	P PPSA	04
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / TWIN HILLS FORD LINCOLN LIMITED

LIEN CLAIMANT

09 ADDRESS 10801 YONGE STREET RICHMOND HILL ON L4C 3E3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X					X	66467	03SEP2025		
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YEAR MAKE	MODEL	V.I.N.
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11 MOTOR 2021 FORD	F150	1FTFW1E59MKE26833
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12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 51

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 51

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 775436598

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20210816 1044 1590 0696 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA ROAD VAUGHAN ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

07 ADDRESS 21 LONG HILL DRIVE RICHMOND HILL ON L4E 3M5

08 SECURED PARTY / MCO MANAGEMENT INC.

LIEN CLAIMANT

09 ADDRESS C/O 8920 WOODBINE AVENUE, SUITE 403 MARKHAM ON L3R 9W9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL PRESENT AND FUTURE UNDERTAKING AND PROPERTY, BOTH REAL AND

14 COLLATERAL PERSONAL, OF THE DEBTOR COMPRISING OR DIRECTLY RELATED TO 21 LONG

15 DESCRIPTION HILL DRIVE, RICHMOND HILL, ONTARIO, INCLUDING, WITHOUT LIMITATION,

16 REGISTERING BEARD WINTER LLP - AMBER JESSE

AGENT

17 ADDRESS 701-130 ADELAIDE ST W TORONTO ON M5H 2K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 52

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 52

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 775436598

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20210816 1044 1590 0696

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / BILL FILIPOPOULOS
LIEN CLAIMANT

09 ADDRESS C/O 8920 WOODBINE AVENUE, SUITE 403 MARKHAM ON L3R 9W9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL EQUIPMENT, MATERIAL AGREEMENTS, DEPOSITS, PERMITS, RENTS,

14 COLLATERAL PROFITS, REVENUE, RECEIVABLES, BOOKS AND RECORDS AND INTANGIBLES

15 DESCRIPTION RELATING THERETO AND ALL PROCEEDS THEREOF.

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 53

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 53

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 774492516

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	1		20210716 1225 1532 5141	P PPSA	04
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X	X				X

YEAR MAKE	MODEL	V.I.N.
2021 FORD	F150	1FTEX1EB9MKE08654

11 MOTOR VEHICLE
 12 GENERAL

13 COLLATERAL
 14 DESCRIPTION

15 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 54

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 54

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 771407631

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	1		20210409 1351 1532 0741	P PPSA	04
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X	X				X

YEAR MAKE	MODEL	V.I.N.
11 MOTOR 2021 FORD	RANGR	1F7TER4FH6MLD25983

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 55

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060

RUN NUMBER : 136
 RUN DATE : 2023/05/16

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

PAGE : 55

ID : 20230516170142.82

ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.

FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 771014799

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	X	001	1	20210329 1754 4050 4928	P PPSA	04
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ONTARIO CORPORATION NO. L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS TWIN HILLS FORD LINCOLN LIMITED ONTARIO CORPORATION NO. L4C 3E3

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS 10801 YONGE STREET RICHMOND HILL ON L4C 3E3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10	X				X	72485	29MAR2025		
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YEAR MAKE	MODEL	V.I.N.
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11	MOTOR 2020 FORD	EXPLORER	1FM5K8HC2LGC68780
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12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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56

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

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RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 769706748

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20210205 1141 4085 3029 P PPSA 04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 16MAR1973 DINO TAURASI

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 15 LONG HILL DR RICHMOND HILL ON L4E 3M5

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X X

YEAR MAKE MODEL V.I.N.
 2021 FORD F150 1FTEX1EB4MKD27593

11 MOTOR VEHICLE

12 GENERAL

13 COLLATERAL

14 DESCRIPTION

15 REGISTERING AGENT D + H LIMITED PARTNERSHIP

16 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 57

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 57

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 767072439

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 X	001	1		20201026 1537 4050 4812	P PPSA	04
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / TWIN HILLS FORD LINCOLN LIMITED

LIEN CLAIMANT

09 ADDRESS 10801 YONGE STREET RICHMOND HILL ON L4C 3E3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X					X	49796	26OCT2024		
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YEAR MAKE	MODEL	V.I.N.
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11 MOTOR 2019 FORD	F150	1FTFX1E42KKD85673
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12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 58

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060

RUN NUMBER : 136
 RUN DATE : 2023/05/16

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

PAGE : 58

ID : 20230516170142.82

ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.

FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 765854982

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 X	001	1		20200917 1257 4050 4778	P PPSA	04
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS TWIN HILLS FORD LINCOLN LIMITED ONTARIO CORPORATION NO. ON L4C 3E3

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS 10801 YONGE STREET RICHMOND HILL ON L4C 3E3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X					X	53496	17SEP2024		
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YEAR MAKE	MODEL	V.I.N.
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11 MOTOR 2020 FORD	TRANSIT 150	1FTYE1YG2LKA38091
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12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 59

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060

RUN NUMBER : 136
 RUN DATE : 2023/05/16

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

PAGE : 59

ID : 20230516170142.82

ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.

FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 755996049

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	X	001	1	20190930 1722 4050 4485	P PPSA	04
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

04 ADDRESS 16-410 CHRISLEA RD WOODBRIDGE ONTARIO CORPORATION NO. L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / TWIN HILLS FORD LINCOLN LIMITED

LIEN CLAIMANT

09 ADDRESS 10801 YONGE STREET RICHMOND HILL ON L4C 3E3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10	X				X	53174	30SEP2023		
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YEAR MAKE	MODEL	V.I.N.
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11	MOTOR 2019 FORD	TRANSIT 150	1FTYE1YM3KKB44649
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12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 60

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 60

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749542194

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 3 20190328 1717 1902 5027 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS UNIT 15 - 16, 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / VALIANT FINANCIAL SERVICES INC.
LIEN CLAIMANT

09 ADDRESS STE 426 - 505 8840 210 STREET LANGLEY BC V1M 2Y2

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2015 CAT 420F2IT BACKHOE LOA LYC00229

12 VEHICLE

13 GENERAL ALL BACKHOE LOADERS AND BACKHOE LOADER EQUIPMENT INCLUDING, BUT NOT

14 COLLATERAL LIMITED TO (1) 2015 CAT 420F2IT BACKHOE LOADER (SERIAL NUMBER

15 DESCRIPTION LYC00229) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 61

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 61

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749542194

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 3 20190328 1717 1902 5027

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL

14 COLLATERAL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

15 DESCRIPTION AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 62

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749542194

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 3 20190328 1717 1902 5027

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

14 COLLATERAL DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 63

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 63

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20200310 1730 1902 7524	

21 RECORD FILE NUMBER 749542194
REFERENCED
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
YEARS PERIOD

22 A AMENDMENT
FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME STATEVIEW CONSTRUCTION LTD.
TRANSFEROR
25 OTHER CHANGE
26 REASON/ ADDED DEBTOR TAURA DEVELOPMENTS INC. (UNIT 15-16, 410 CHRISLEA RD)
27 DESCRIPTION

28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME TAURA DEVELOPMENTS INC.

06
04/07 ADDRESS UNIT 15-16, 410 CHRISLEA RD WOODBRIDGE ONTARIO CORPORATION NO. L4L 8B5

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD.
17 SECURED PARTY/ ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 64

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749334654

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 3 20190322 1143 1901 0289 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS UNIT 15 - 16, 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / VALIANT FINANCIAL SERVICES INC.
LIEN CLAIMANT

09 ADDRESS STE 426 - 505 8840 210 STREET LANGLEY BC V1M 2Y2

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2017 CAT 420F2IT BACKHOE LOA LYC00481

12 VEHICLE

13 GENERAL ALL BACKHOE LOADERS AND BACKHOE LOADER EQUIPMENT INCLUDING BUT NOT

14 COLLATERAL LIMITED TO (1) 2017 CAT 420F2IT BACKHOE LOADER (SERIAL NUMBER

15 DESCRIPTION LYC00481) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 65

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 65

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749334654

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 3 20190322 1143 1901 0289

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL

14 COLLATERAL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

15 DESCRIPTION AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

66

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 66

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749334654

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 3 20190322 1143 1901 0289

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

14 COLLATERAL DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 67

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	001	1		20200310 1732 1902 7527	

21 RECORD FILE NUMBER 749334654
REFERENCED
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
YEARS PERIOD

22 A AMENDMENT
FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME STATEVIEW CONSTRUCTION LTD.
TRANSFEROR

25 OTHER CHANGE
26 REASON/ ADD DEBTOR TAURA DEVELOPMENTS INC (UNIT 15 - 16, 410 CHRISLEA RD)
27 DESCRIPTION

28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME TAURA DEVELOPMENTS INC
06 ONTARIO CORPORATION NO.
04/07 ADDRESS UNIT 15 - 16, 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS
COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD.
17 SECURED PARTY/ ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 68

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 744003639

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	1		20180921 1422 1793 5222	P PPSA	5
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR NAME
 03 BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

04 ADDRESS 410 CHRISLEA ROAD, UNIT 15-16 WOODBRIDGE ONTARIO CORPORATION NO. 001835835
 ON L4L8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR NAME 10SEP1944 TONY TAURASI

06 BUSINESS NAME
 07 ADDRESS 161 DUNCAN ROAD RICHMOND HILL ONTARIO CORPORATION NO.
 ON L4C6J5

08 SECURED PARTY / LIEN CLAIMANT DORR CAPITAL CORPORATON

09 ADDRESS 41 SCARSDALE ROAD, UNIT 6 TORONTO ON M3B2R2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10				X	X				
	YEAR MAKE				MODEL		V.I.N.		

11 MOTOR VEHICLE
 12 GENERAL SUBORDINATION AND ASSIGNMENT RE STATEVIEW HOMES (KINGS LANDING) INC.
 13 COLLATERAL DEBT

14 DESCRIPTION
 15 REGISTERING AGENT GARFINKLE, BIDERMAN LLP (LMK 9339-014)

17 ADDRESS 1 ADELAIDE ST. EAST, SUITE 801 TORONTO ON M5C2V9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 69

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 743848551

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20180918 1003 1462 7561	P PPSA	5

02 DEBTOR
 03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.
 04 ADDRESS 410 CHRISLEA ROAD, UNIT 16 WOODBRIDGE ONTARIO CORPORATION NO. 001835835
 ON L4L8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05 DEBTOR 10SEP1944	TONY		TAURASI

06 NAME BUSINESS NAME
 07 ADDRESS 161 DUNCAN ROAD RICHMOND HILL ONTARIO CORPORATION NO.
 ON L4C6J5

08 SECURED PARTY / LIEN CLAIMANT KINGSETT MORTGAGE CORPORATION

09 ADDRESS 66 WELLINGTON STREET WEST, SUITE 4400 TORONTO ON M5K1H6

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
			X	X				

11 MOTOR
 12 VEHICLE
 13 GENERAL SUBORDINATION AND ASSIGNMENT RE STATEVIEW HOMES (KINGS LANDING) INC.
 14 COLLATERAL DEBT AND PLEDGE OF SHARES OF STATEVIEW HOMES (KINGS LANDING) INC.
 15 DESCRIPTION
 16 REGISTERING AGENT GARFINKLE, BIDERMAN LLP (AWB/CC - 1ST)
 17 ADDRESS 1 ADELAIDE ST. EAST, SUITE 801 TORONTO ON M5C2V9
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 743848596

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 001 20180918 1003 1462 7565 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO. 001835835

04 ADDRESS 410 CHRISLEA ROAD, UNIT 16 WOODBRIDGE ON L4L8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 10SEP1944 TONY TAURASI

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 161 DUNCAN ROAD RICHMOND HILL ON L4C6J5

08 SECURED PARTY / KINGSETT MORTGAGE CORPORATION
LIEN CLAIMANT

09 ADDRESS 66 WELLINGTON STREET WEST, SUITE 4400 TORONTO ON M5K1H6

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X V.I.N.
YEAR MAKE MODEL

11 MOTOR

12 VEHICLE

13 GENERAL SUBORDINATION AND ASSIGNMENT RE STATEVIEW HOMES (KINGS LANDING) INC.

14 COLLATERAL DEBT

15 DESCRIPTION

16 REGISTERING GARFINKLE, BIDERMAN LLP (AWB/CC - 6333-118 - 2ND)

AGENT

17 ADDRESS 1 ADELAIDE ST. EAST, SUITE 801 TORONTO ON M5C2V9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 71

RUN NUMBER : 136

RUN DATE : 2023/05/16

ID : 20230516170142.82

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.

FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 742143663

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	2		20180730 1602 1902 6217	P PPSA	06
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 410 CHRISLEA RD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT MERIDIAN ONECAP CREDIT CORP.

09 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10		X		X				
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YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL CANON COPIER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS

14 COLLATERAL REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL

15 DESCRIPTION PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

16 REGISTERING AVS SYSTEMS INC.
AGENT

17 ADDRESS 201 - 1325 POLSON DR. VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 72

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 742143663

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20180730 1602 1902 6217

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE

14 COLLATERAL PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

15 DESCRIPTION DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 73

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 724079484

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20170116 1046 1590 5144 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS UNITS 15 & 16, 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / THE TORONTO-DOMINION BANK
LIEN CLAIMANT

09 ADDRESS 2 ST. CLAIR AVENUE EAST (BRANCH #1968) TORONTO ON M4T 2V4

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ASSIGNMENT AND POSTPONEMENT IN FAVOUR OF THE SECURED PARTY OF DEBTS

14 COLLATERAL AND LIABILITIES OF TAURA DEVELOPMENTS INC. TO THE DEBTOR PURSUANT TO

15 DESCRIPTION GUARANTEES GIVEN BY THE DEBTOR TO THE SECURED PARTY.

16 REGISTERING BRATTYS LLP (218373 AR/AVG)

AGENT

17 ADDRESS 7501 KEELE STREET, SUITE 200 VAUGHAN ON L4K 1Y2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 74

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20211123 1055 1529 5520	

21 RECORD FILE NUMBER 724079484
REFERENCED
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
YEARS PERIOD

22 X B RENEWAL 5
FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME STATEVIEW CONSTRUCTION LTD.
TRANSFEROR

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION

28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.

04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS
COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS
17 SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 75

RUN NUMBER : 136
 RUN DATE : 2023/05/16
 ID : 20230516170142.82

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
 FILE CURRENCY : 15MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 724029921

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20170112 1408 1590 5010 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME STATEVIEW CONSTRUCTION LTD.

ONTARIO CORPORATION NO.

04 ADDRESS UNITS 15 & 16, 410 CHRISLEA ROAD WOODBRIDGE ON L4L 8B5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / THE TORONTO-DOMINION BANK

LIEN CLAIMANT

09 ADDRESS 2 ST. CLAIR AVENUE EAST (BRANCH #1968) TORONTO ON M4T 2V4

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	X	X	X	X	X				X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT BRATTYS LLP (218373 AR/AVG)

17 ADDRESS 200 - 7501 KEELE STREET VAUGHAN ON L4K 1Y2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 76

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 76

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20211123 1055 1529 5518	

RECORD REFERENCED	FILE NUMBER	724029921			RENEWAL YEARS	CORRECT PERIOD
22					5	

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	B RENEWAL	5	

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ TRANSFEROR		
25	BUSINESS NAME		
26	STATEVIEW CONSTRUCTION LTD.		
27	OTHER CHANGE REASON/ DESCRIPTION		

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05				

TRANSFEEE	BUSINESS NAME	ONTARIO CORPORATION NO.
03/06		

ASSIGNOR	ADDRESS
04/07	

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	ADDRESS
29	

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10									

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				

GENERAL COLLATERAL DESCRIPTION	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8
12							
13							
14							
15							

REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8
16						
17						

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

REPORT : PSSR060

PAGE : 77

RUN NUMBER : 136

RUN DATE : 2023/05/16

ID : 20230516170142.82

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.

FILE CURRENCY : 15MAY 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
792771795	20230427	1703	1462	7806
792771804	20230427	1703	1462	7807
792292707	20230412	1722	6005	6366
791675118	20230322	1231	6005	5958
790205544	20230124	1819	6005	5031
789761295	20230105	1219	4085	2865
789328962	20221215	1234	1590	3223
789328989	20221215	1234	1590	3224
789180048	20221209	1115	1590	2291
789116085	20221207	1405	1590	1851
788832009	20221128	1526	1532	1305
785886237	20220817	1429	4085	4339
785478258	20220803	1328	6005	1702
785062503	20220720	1041	1590	2575
785062539	20220720	1041	1590	2576
784275399	20220623	1656	4085	3299
784179135	20220621	1149	6005	0766
783970389	20220614	1705	6005	0583
783344691	20220526	1451	1532	7473
782654274	20220504	1114	1532	4733
782327124	20220426	0819	1532	8451
782227134	20220421	1511	1532	7753
782014734	20220413	1504	1532	5720
781576182	20220330	1424	1532	0588
781525962	20220329	1400	1532	5624
777983463	20211105	1008	6005	5902
777468312	20211020	1003	1901	3962
776148867	20210907	1246	4050	5088
776153178	20210907	1330	4050	5089
775436598	20210816	1044	1590	0696

CONTINUED...

RUN NUMBER : 136
RUN DATE : 2023/05/16
ID : 20230516170142.82
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : STATEVIEW CONSTRUCTION LTD.
FILE CURRENCY : 15MAY 2023

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 78

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
774492516	20210716 1225 1532 5141			
771407631	20210409 1351 1532 0741			
771014799	20210329 1754 4050 4928			
769706748	20210205 1141 4085 3029			
767072439	20201026 1537 4050 4812			
765854982	20200917 1257 4050 4778			
755996049	20190930 1722 4050 4485			
749542194	20190328 1717 1902 5027	20200310 1730 1902 7524		
749334654	20190322 1143 1901 0289	20200310 1732 1902 7527		
744003639	20180921 1422 1793 5222			
743848551	20180918 1003 1462 7561			
743848596	20180918 1003 1462 7565			
742143663	20180730 1602 1902 6217			
724079484	20170116 1046 1590 5144	20211123 1055 1529 5520		
724029921	20170112 1408 1590 5010	20211123 1055 1529 5518		

49 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

This is Exhibit "G" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made as of the 31st day of March, 2023

BETWEEN:

The Toronto-Dominion Bank
(**"TD Bank"**)

- AND -

Carlo Taurasi
Dino Taurasi
Luxview Fine Homes Corporation
StateView Construction Ltd.
StateView Homes (Ashburn Heights) Inc.
StateView Homes (Baldwin Heights) Inc.
StateView Homes (Bea Towns) Inc.
StateView Homes (Bonaventure) Inc.
StateView Homes (Edge Towns) Inc.
StateView Homes (Elia Collection) Inc.
StateView Homes (Elm&Co) Inc.
StateView Homes (Hampton Heights) Inc.
StateView Homes (High Crown Estates) Inc.
StateView Homes (Kings Landing Phase II) Inc.
StateView Homes (Kings Landing) Inc.
StateView Homes (Main & Co) Inc.
StateView Homes (Minu Towns) Inc.
StateView Homes (Nao Towns) Inc.
StateView Homes (Nao Towns II) Inc.
StateView Homes (On The Mark) Inc.
StateView Homes (Ooh Lala Towns) Inc.
StateView Homes (Queen's Court) Inc.
StateView Homes (Rialto Towns) Inc.
StateView Homes (Tesoro Collection) Inc.
StateView Homes (Ivory Oak Estates) Inc.
Taura Developments Inc.
Live Inspired Organization
Highview Building Corp Inc.
Northgate Fine Homes Inc.
TLSFD Taurasi Holdings Corp.

(collectively, **"Settling State View Parties"**)

Background:

1. The accounts at TD Bank of the corporate Settling State View Parties were used to perpetrate an extensive cheque kiting scheme against TD Bank, resulting in TD Bank suffering losses that exceed \$37 million.
2. TD Bank has commenced actions in the Superior Court of Justice (the “**Court**”) in Court File No.: CV-23-00696833-0000 and Court File No. CV-23-00697007-0000 (the “**Actions**”), seeking equitable and other relief to recover its losses, and relief under section 437 of the *Bank Act*, S.C. 1991, c. 46 and section 145 of the *Credit Unions and Caisses Populaires Act, 2020*, S.O. 2020, c. 36, Sched. 7.
3. TD Bank also intended to bring urgent motions before the Court for *Mareva* and *Norwich* orders in the Actions.
4. The Settling State View Parties and TD Bank (together, the “**Parties**”) desire to resolve the Actions on the basis of TD Bank being repaid all of its losses along with adequate security therefor, while at the same time preserving the Settling State View Parties’ operations and business, and have entered into this settlement agreement (“**Agreement**”) accordingly.

NOW THEREFORE in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Settling State View Parties acknowledge and agree that:
 - a. they are jointly and severally liable to TD Bank in the amount:
 - i. \$37,134,091.23; plus
 - ii. all interest payable in accordance with section 5 of this Agreement; plus
 - iii. TD Bank’s costs of the Actions on a full indemnity scale as accrued until payment of all amounts required by this Agreement have been paid in full (collectively, the “**Obligation**”);
 - b. the Obligation is a debt and liability arising out of fraud, and as such is not dischargeable in bankruptcy pursuant to section 178(1)(d) of the *Bankruptcy and Insolvency Act* (Canada) or section 19 of the *Companies’ Creditors Arrangement Act* (Canada).
2. The Settling State View Parties agree that they shall repay the Obligation on the following payment schedule:
 - a. forthwith upon obtaining the order provided by section 4 of this Agreement, the sum of \$3,000,000.00;
 - b. on or before April 17, 2023, the sum of \$6,150,000.00;

- c. on or before May 1, 2023, the sum of \$6,150,000.00;
- d. on or before May 31, 2023, the sum of \$6,150,000.00;
- e. on or before June 15, 2023, the sum of \$6,150,000.00;
- f. on or before June 30, 2023, the sum of \$6,150,000.00; and
- g. on or before July 14, 2023, the balance of the Obligation.

Notwithstanding the foregoing payment schedule, the Settling State View Parties are at liberty, at any time, to pay additional amounts towards the Obligation and thereby reduce the Obligation and the interest accruing on the Obligation.

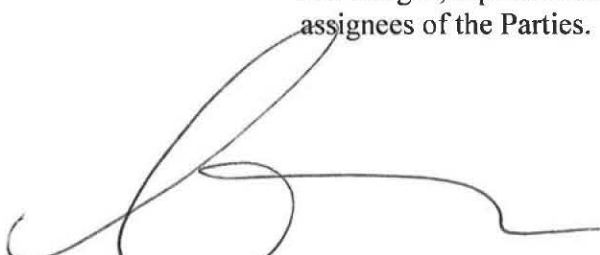
All payments will be applied by TD Bank to the outstanding indebtedness of the Settling State View Parties in the manner that TD Bank, in its sole and absolute discretion, determines. As and when the overdraft in each of the accounts of the Settling State View Parties is paid in full, TD Bank will close the account whose overdraft has been paid in full.


3. The Settling State View Parties shall pay to TD Bank an administration fee of \$150,000.00, in the aggregate, forthwith upon obtaining the order provided by section 4 of this Agreement.
4. The Settling State View Parties and TD Bank shall consent to an order in the action in Court File No.: CV-23-00696833-0000 in the form appended as **Schedule "A"**, and the Settling State View Parties will execute and deliver such consent upon execution of this Agreement.
5. From the date of execution of this Agreement onwards, interest on the Obligation will accrue at the rate of TD Bank's prime rate plus 5 per cent per annum and be payable in accordance with section 2e, subject to section 8. The rate of 21 per cent per annum will continue to accrue until the date of execution of the Settlement Agreement.
6. The Settling State View Parties will provide security for the full value of the Obligation as at the date of execution of this Agreement prior to the payment provided for in section 2(a) (the "**Security**") in the form of mortgages on the properties listed in **Schedule "B"** (with second ranking mortgages for those properties currently subject to one mortgage, and third ranking mortgages for those properties subject to two mortgages) in a form acceptable to TD Bank. The Security will be executed and delivered without delay and in any event within 5 days after the date of this Agreement.
7. The Settling State View Parties shall execute consents to judgment for the Accelerated Obligation (as that term is defined in section 8 below), in the form appended to this Agreement as **Schedule "C"**, to be held in escrow by McCarthy Tétrault LLP, lawyers for TD Bank, subject to section 8, and the Settling State View Parties will execute and deliver such consent upon execution of this Agreement.

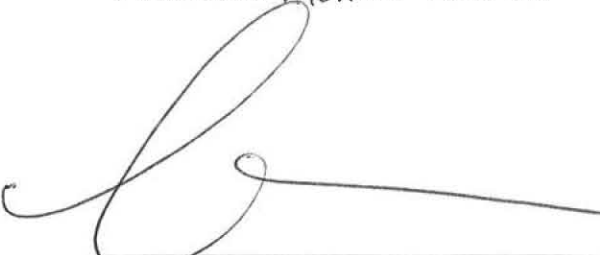
8. If the Settling State View Parties default in any of the payments required by section 2, or fail to perform any other covenant or obligation under this Agreement (including, without limitation, valid and sufficient Security pursuant to section 6), or if any of the Settling State View Parties become the subject of any insolvency proceeding (each, a “**Default**”), the full amount of the Obligation still outstanding as at the date of Default (the “**Accelerated Obligation**”) will become immediately payable by the Settling State View Parties, jointly and severally, and without any grace period for payment. Immediately upon any Default:
 - a. TD Bank will be at liberty to take enforcement steps in respect of the Security;
 - b. TD Bank will be at liberty to obtain a consent judgment in the Action against the Settling State View Parties for the amount of the Accelerated Obligation; and
 - c. TD Bank will be at liberty to seek any other applicable relief or recourse that is permitted by law.
9. If the Settling State View Parties make all of the payments required by section 2 without Default:
 - a. TD Bank will discontinue the Actions on a without costs basis; and
 - b. TD Bank will cause its lawyers to return the consents to judgment to Settling State View Parties.
10. The Parties further agree that:
 - a. they have read this Agreement carefully, have understood it, and have signed it of their own free will and without any form of duress being exerted upon them by anyone;
 - b. they have executed this Agreement after obtaining independent legal advice in relation to the content and significance of this Agreement;
 - c. this Agreement may be executed in separate counterparts, and all such executed counterparts when taken together shall constitute a fully executed copy, whether such counterparts are delivered in hard-copy or by facsimile, email, or other electronic means;
 - d. this Agreement shall be governed by and interpreted exclusively according to the laws of Ontario;
 - e. they each attorn to the exclusive jurisdiction of the Court in respect of any dispute or matter relating in any way whatsoever to this Agreement;
 - f. if any provision or portion thereof of this Agreement should be held by any tribunal of competent jurisdiction to be invalid, void or unenforceable for any reason whatsoever, this Agreement shall be considered severable from such


provision or portion thereof, and such provision or portion thereof shall be deemed deleted from this Agreement and the remainder thereof shall be valid and binding upon the parties as if such provision or portion thereof was never included herein;

- g. this Agreement shall enure to the benefit of and be binding upon the respective directors, officers, employees, agents, subsidiaries, parents, affiliates, successors and assigns, representatives, executors, administrators, heirs, successors and assignees of the Parties.


_____)
Witness: _____)
Print Name: *Melissa Taurasi*


_____) **Carlo Taurasi, personally**


_____)
Witness: _____)
Print Name: *Melissa Taurasi*

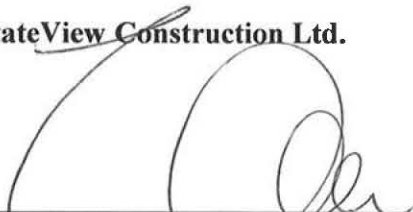

_____) **Dino Taurasi, personally**

Luxview Fine Homes Corporation


_____)
Name: *CARLO TAURASI*
Title: *CEO*

I have the authority to bind Luxview Fine Homes Corporation

StateView Construction Ltd.



Name: CARLO TAURASI

Title: CEO

I have the authority to bind StateView Construction Ltd.

StateView Homes (Ashburn Heights) Inc.

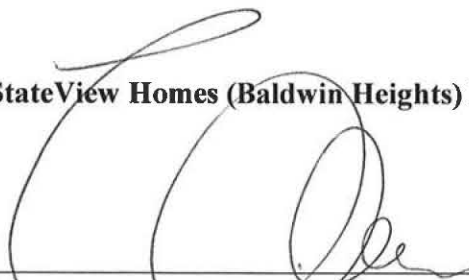


Name: CARLO TAURASI

Title: CEO

I have the authority to bind StateView Homes (Ashburn Heights) Inc.

StateView Homes (Baldwin Heights) Inc.

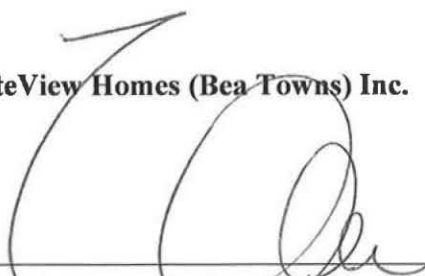


Name: CARLO TAURASI

Title: CEO

I have the authority to bind StateView Homes (Baldwin Heights) Inc.

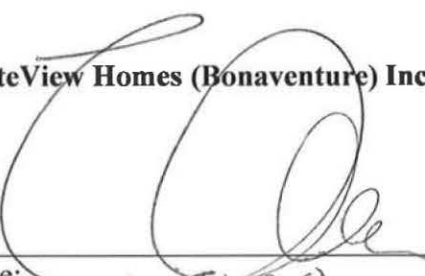
StateView Homes (Bea Towns) Inc.

Name: 
CARLO TAURASI

Title: CEO

I have the authority to bind StateView Homes
(Bea Towns) Inc.

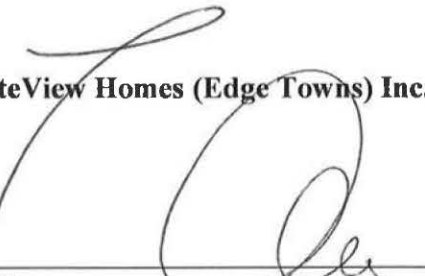
StateView Homes (Bonaventure) Inc.

Name: 
CARLO TAURASI

Title: CEO

I have the authority to bind StateView Homes
(Bonaventure) Inc.

StateView Homes (Edge Towns) Inc.

Name: 
CARLO TAURASI

Title: CEO

I have the authority to bind StateView Homes
(Edge Towns) Inc.

StateView Homes (Elia Collection) Inc.

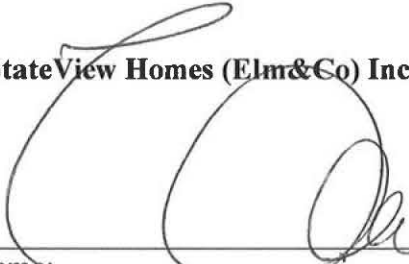


Name: CARLO TAURASI

Title: CEO

I have the authority to bind StateView Homes (Elia Collection) Inc.

StateView Homes (Elm&Co) Inc.



Name: CARLO TAURASI

Title: CEO

I have the authority to bind StateView Homes (Elm&Co) Inc.

StateView Homes (Hampton Heights) Inc.

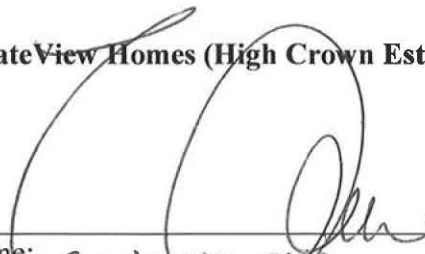


Name: CARLO TAURASI

Title: CEO

I have the authority to bind StateView Homes (Hampton Heights) Inc.

StateView Homes (High Crown Estates) Inc.



Name: CARLO TAORMINI
Title: CEO

I have the authority to bind StateView Homes (High Crown Estates) Inc.


StateView Homes (Kings Landing Phase II) Inc.



Name: CARLO TAORMINI
Title: CEO

I have the authority to bind StateView Homes (Kings Landing Phase II) Inc.

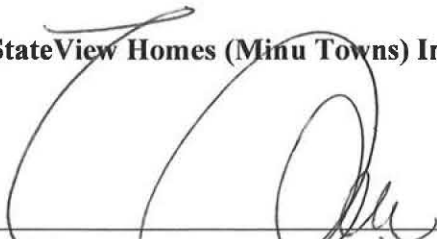
StateView Homes (Kings Landing) Inc.



Name: CARLO TAORMINI
Title: CEO

I have the authority to bind StateView Homes (Kings Landing) Inc.

StateView Homes (Minu Towns) Inc.

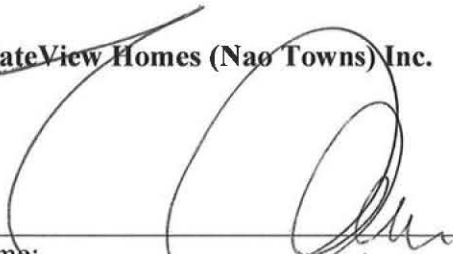


Name: CARLO TAURASI

Title: CEO

I have the authority to bind StateView Homes (Minu Towns) Inc.

StateView Homes (Nao Towns) Inc.

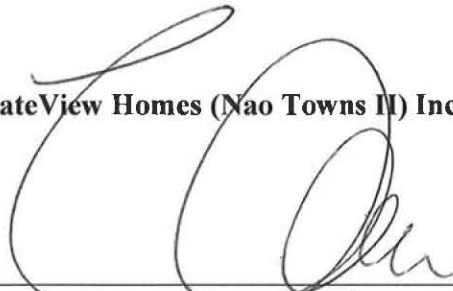


Name: CARLO TAURASI

Title: CEO

I have the authority to bind StateView Homes (Nao Towns) Inc.

StateView Homes (Nao Towns II) Inc.

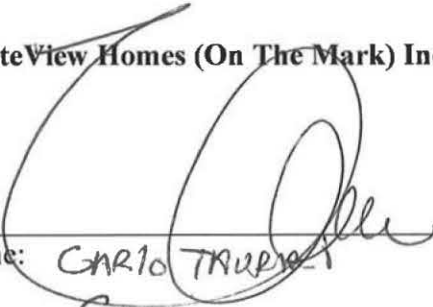


Name: CARLO TAURASI

Title: CEO

I have the authority to bind StateView Homes (Nao Towns II) Inc.

StateView Homes (On The Mark) Inc.




Name: CARLO TAVERNESI

Title: CEO

I have the authority to bind StateView Homes
(On The Mark) Inc.

StateView Homes (Ooh Lala Towns) Inc.




Name: CARLO TAVERNESI

Title: CEO

I have the authority to bind StateView Homes
(Ooh Lala Towns) Inc.

StateView Homes (Queen's Court) Inc.

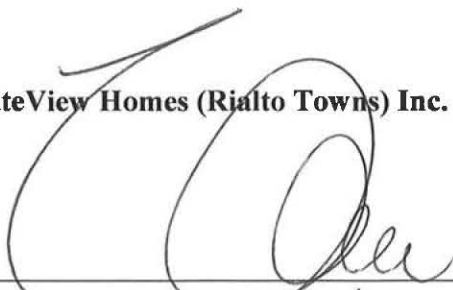


Name: CARLO TAVERNESI

Title: CEO

I have the authority to bind StateView Homes
(Queen's Court) Inc.

StateView Homes (Rialto Towns) Inc.



Name: CARLO TAVARAS

Title: CEO

I have the authority to bind StateView Homes (Rialto Towns) Inc.

StateView Homes (Tesoro Collection) Inc.

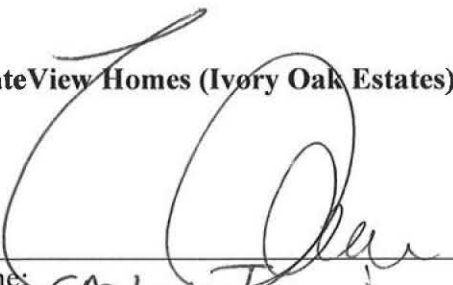


Name: CARLO TAVARAS

Title: CEO

I have the authority to bind StateView Homes (Tesoro Collection) Inc.

StateView Homes (Ivory Oak Estates) Inc.




Name: CARLO TAVARAS

Title: CEO

I have the authority to bind StateView Homes (Ivory Oak Estates) Inc.

Taura Developments Inc.

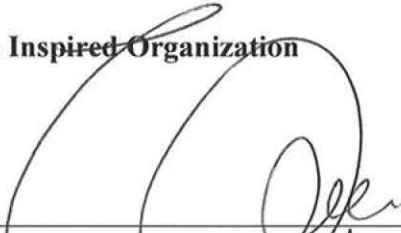


Name: CARLO TAURINI

Title: CEO

I have the authority to bind Taura Developments Inc.

Live Inspired Organization



Name: CARLO TAURINI

Title: CEO

I have the authority to bind Live Inspired Organization

Highview Building Corp Inc.




Name: CARLO TAURINI

Title: CEO

I have the authority to bind Highview Building Corp Inc.

Northgate Fine Homes Inc.




Name: CARLO TAURASI

Title: CEO

I have the authority to bind Northgate Fine Homes Inc.

TLSFD Taurasi Holdings Corp.



Name: CARLO TAURASI

Title: CEO

I have the authority to bind TLSFD Taurasi Holdings Corp.

The Toronto-Dominion Bank

Name:

Title:

I have the authority to bind The Toronto-Dominion Bank

Schedule A – Draft Consent Order

Court File No.: CV-23-00696833-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
)
JUSTICE) DAY OF , 2023

BETWEEN :

THE TORONTO-DOMINION BANK

Plaintiff

- and -

LUXVIEW FINE HOMES CORPORATION, STATEVIEW CONSTRUCTION LTD., STATEVIEW HOMES (ASHBURN HEIGHTS) INC., STATEVIEW HOMES (BALDWIN HEIGHTS) INC., STATEVIEW HOMES (BEA TOWNS) INC., STATEVIEW HOMES (BONAVENTURE) INC., STATEVIEW HOMES (EDGE TOWNS) INC., STATEVIEW HOMES (ELIA COLLECTION) INC., STATEVIEW HOMES (ELM&CO) INC., STATEVIEW HOMES (HAMPTON HEIGHTS) INC., STATEVIEW HOMES (HIGH CROWN ESTATES) INC., STATEVIEW HOMES (KINGS LANDING PHASE II) INC., STATEVIEW HOMES (KINGS LANDING) INC., STATEVIEW HOMES (MAIN & CO) INC., STATEVIEW HOMES (MINU TOWNS) INC., STATEVIEW HOMES (NAO TOWNS) INC., STATEVIEW HOMES (ON THE MARK) INC., STATEVIEW HOMES (OOH LALA TOWNS) INC., STATEVIEW HOMES (QUEEN'S COURT) INC., STATEVIEW HOMES (RIALTO TOWNS) INC., STATEVIEW HOMES (TESORO COLLECTION) INC, TAURA DEVELOPMENTS INC., LIVE INSPIRED ORGANIZATION, HIGHVIEW BUILDING CORP INC., NORTHGATE FINE HOMES INC., TLSFD TAURASI HOLDINGS CORP. CARLO TAURASI, DINO TAURASI, DANIEL CICCONE, ANTHONY TAURASI, EMILIO TAURASI, DENNIE TAURASI, MELISSA TAURASI, NELDA TAURASI, ABC INC., XYZ INC, AND ROYAL BANK OF CANADA

Defendants

ORDER
(implementing the Settlement Agreement dated March 31, 2023)

THIS MOTION, made by TD (defined in section 1 of this Order) for an order providing relief in order to implement the Settlement Agreement (defined in section 1 of this Order), was heard this day at 330 University Avenue, Toronto, Ontario.

ON CONSENT of TD and the State View Settling Defendants, and upon being advised that none of the other defendants oppose the relief granted in this order.

AND ON HEARING the submissions of the lawyers for TD and the lawyers for the State View Settling Defendants:

1. **THIS COURT ORDERS** that, for purposes of this Order:
 - (a) **“Added Defendants”** means StateView Homes (Nao Towns II) Inc. and StateView Homes (Ivory Oak Estates) Inc.;
 - (b) **“Information Officer”** has the meaning ascribed in para. 3 of this order;
 - (c) **“Settlement Agreement”** means the settlement agreement dated March 31, 2023 between the State View Settling Defendants and TD;
 - (d) **“State View Companies”** means all of the State View Settling Defendants except Carlo Taurasi and Dino Taurasi;
 - (e) **“State View Settling Defendants”** means all of the Defendants in this action (including the Added Defendants) with the exception of Daniel Ciccone, Anthony

Taurasi, Emilio Taurasi, Dennie Taurasi, Melissa Taurasi, Nelda Taurasi, ABC Inc., XYZ Inc., and Royal Bank of Canada; and

(f) “**TD**” means The Toronto-Dominion Bank.

2. **THIS COURT ORDERS** that the Added Defendants are added as defendants to this action.

3. **THIS COURT ORDERS** that the State View Settling Defendants are authorized and directed to make the payments to TD provided for in section 2 of the Settlement Agreement. Such payments shall be made from the lawyers for the State View Settling Defendants (RAR Litigation Lawyers in trust) to the lawyers for TD (McCarthy Tétrault LLP in trust).

4. **THIS COURT ORDERS** that BDO Canada Limited (“**BDO**”) is appointed as an officer of the Court to act as Information Officer in respect of the State View Companies, and that:

- (a) The State View Settling Defendants shall forthwith provide to the Information Officer with unrestricted access to all of the books, records and other financial information relating to the State View Companies.
- (b) The Information Officer shall gain an understanding of the State View Companies’ corporate structure, organization chart including directors and related parties and cash flow management/treasury functions.
- (c) The Information Officer shall gain an understanding of the State View Companies’ governance policies with regards to treasury functions (who can initiate wires, sign cheques) and other functional areas as required (confirmation of restricted access to certain individuals).

- (d) If and to the extent requested by TD or the State View Companies, the Information Officer shall monitor the business of the State View Companies and the transactions entered into by it, including, without limitation:
- (i) review, the historical, the source and application of funds received and disbursed by the State View Companies, and the deposit of funds into the bank accounts of the State View Companies;
 - (ii) monitor, on an ongoing basis, the source and application of funds received and disbursed by the State View Companies, and the deposit of funds into the bank accounts of the State View Companies;
 - (iii) monitor the activities of the State View Companies to ensure that appropriate cash management is being undertaken at all times; and
 - (iv) review the books and records and computer files, records, software and other systems as necessary.
- (e) The Information Officer shall report to TD and the State View Companies from time to time on the financial circumstances of the State View Companies including, without limitation, with respect to their assets, liabilities, cash flows, intercompany transfers, and payments to related parties or shareholders.
- (f) The Information Officer shall not take possession of any of the assets of the State View Companies, or manage any of the businesses or affairs of the State View Companies. The Information Officer shall not, by fulfilling its obligations under this

order, be deemed to have taken possession, occupation, management or control of any of the assets of the State View Companies.

- (g) The Information Office is at liberty to bring a motion to seek directions from the Court as required.

5. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to BDO herein, BDO shall incur no liability as a result of its appointment or the carrying out of the provisions of this order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this order shall derogate from the protections afforded to BDO as an officer of the Court.

6. **THIS COURT ORDERS** that the State View Settling Defendants shall pay the fees and expenses of the Information Officer.

7. **THIS COURT ORDERS** that, notwithstanding subsection 437(2) of the *Bank Act*, S.C. 1991, c. 46, Royal Bank of Canada may lift the restraint on deposit accounts belonging to the State View Settling Defendants, which were implemented pursuant to subsection 437(2) of the *Bank Act*, S.C. 1991, c. 46, by the commencement of this action. As the inclusion of this provision is a compromise sought by TD Bank and the State View Settling Defendants, Royal Bank of Canada shall not be responsible for monitoring the State View Settling Defendants' deposit accounts, nor any transactions by them made possible by the lifting of any restraint. This provision is without prejudice to the ability of TD Bank to bring a motion seeking to restrain deposit accounts belonging to the State View Settling Defendants, including under subsection 437(2) of the *Bank Act*, S.C. 1991, c. 46, if there is a Default (as that term is defined in the Settlement Agreement) by the State View Settling Defendants under the Settlement Agreement.

8. **THIS COURT ORDERS** that TD is at liberty to bring a motion to the Court for further relief, directions, assistance, clarifications and further orders, including orders in relation to any breach of this order.

The Toronto-Dominion Bank
Plaintiff

and

StateView Construction Ltd. et al
Defendants

Court File No.: CV-23-00696833-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER

McCarthy Tétrault LLP

Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6

Geoff R. Hall LS#: 34701O

ghall@mccarthy.ca
Tel: 416-601-7856

Adam Ship LS#: 55973P

aship@mccarthy.ca
Tel: 416-601-7731

Adam Dobkin LS#: 79395V

aobkin@mccarthy.ca
Tel: 416-601-7563

Lawyers for the Plaintiff

Schedule B – List of properties that will form the Security

1. 3 Windrose Valley Collingwood – PIN: 58253-0276 (LT) – Carlo Taurasi and Melissa Taurasi
2. 3-410 Chrislea Road Woodbridge – PIN: 29275-0003 (LT) – Taura Developments Inc.
3. 7-410 Chrislea Road Woodbridge – PIN: 29275-0007 (LT) - Taura Developments Inc.
4. 8-410 Chrislea Road Woodbridge – PIN: 29275-0008 (LT) - Taura Developments Inc.
5. 14-410 Chrislea Road Woodbridge – PIN: 29275-0014 (LT) - Taura Developments Inc.
6. 15-410 Chrislea Road Woodbridge – PIN: 29275-0015 (LT) - Taura Developments Inc.
7. 16-410 Chrislea Road Woodbridge – PIN: 29275-0016 (LT) - Taura Developments Inc.
8. 17-410 Chrislea Road Woodbridge – PIN: 29275-0017 (LT) - Taura Developments Inc.
9. 18-410 Chrislea Road Woodbridge – PIN: 29275-0018 (LT) - Taura Developments Inc.
10. 19-410 Chrislea Road Woodbridge – PIN: 29275-0019 (LT) - Taura Developments Inc.
11. 20-410 Chrislea Road Woodbridge – PIN: 29275-0020 (LT) - Taura Developments Inc.
12. 5 Eden Vale Drive King City – PIN: 03379-0223 (LT) – Carlo Taurasi
13. 7810 McCowan Road Markham – PIN: 02962-0270 (LT) – StateView Homes (Nao Towns II) Inc.
14. 7822 McCowan Road Markham – PIN: 02962-0271 (LT) – StateView Homes (Nao Towns II) Inc.
15. 7834 McCowan Road Markham – PIN: 02962-0272 (LT) – StateView Homes (Nao Towns II) Inc.

16. 7846 McCowan Road Markham – PIN: 02962-0273 (LT) – StateView Homes (Nao Towns II) Inc.
17. 16 Windrose Valley Collingwood – PIN: 58253-0280 (LT) – Dino Taurasi and Nelda Taurasi
18. 48 Puccini Richmond Hill – PIN: 03206-3971 (LT) – Dino Taurasi and Nelda Taurasi
19. 48A Puccini Richmond Hill – PIN: 03206-3971 (LT) – Carlo Taurasi and Melissa Taurasi
20. 80 Fairfield Drive King City – PIN: 03379-0249 (LT) – Dino Taurasi
21. 189 Summerset Barrie –PIN: 58763-1764 (LT) – StateView Homes (Bea Towns) Inc.
22. 3624 Ferretti Court Innisfil – PIN: 58085-0700 (LT) – High Point Holdings Corporation
23. 3808 Ferretti Court Innisfil – PIN: 58085-0646 (LT) - High Point Holdings (No. 2) Corporation
24. 12942 York Durham Line Whitchurch-Stouffville – PIN: 03707-0188 (LT) – StateView Homes (Elm&Co) Inc.
25. 301 Bradwick Vaughan – PIN: 03273-0069 (LT) – TLSFD Taurasi Holdings Corp.
26. 8 Bradwick Vaughan – PIN: 03274-0043 (LT) – TLSFD Taurasi Holdings Corp.
27. 6 Bradwick Vaughan – PIN: 03274-0044 (LT) – TLSFD Taurasi Holdings Corp.
28. 448 North Rivermede Vaughan – PIN: 03274-0132 (LT) – TLSFD Taurasi Holdings Corp.
29. 596 Oster Lane, Vaughan – PIN: 03275-0052 (LT) – TLSFD Taurasi Holdings Corp
30. 5 Eden Vale Drive, King City - PIN: 03379-0223 (LT) – Carlo Taurasi
31. 80 Fairfield Drive, King City – PIN: 03379-0249 (LT) – Dino Taurasi

Schedule C – Draft Consent Judgment

Court File No. CV-23-00696833-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

THE TORONTO-DOMINION BANK

Plaintiff

- and -

LUXVIEW FINE HOMES CORPORATION, STATEVIEW CONSTRUCTION LTD.,
STATEVIEW HOMES (ASHBURN HEIGHTS) INC., STATEVIEW HOMES
(BALDWIN HEIGHTS) INC., STATEVIEW HOMES (BEA TOWNS) INC.,
STATEVIEW HOMES (BONAVENTURE) INC., STATEVIEW HOMES (EDGE
TOWNS) INC., STATEVIEW HOMES (ELIA COLLECTION) INC., STATEVIEW
HOMES (ELM&CO) INC., STATEVIEW HOMES (HAMPTON HEIGHTS) INC.,
STATEVIEW HOMES (HIGH CROWN ESTATES) INC., STATEVIEW HOMES
(KINGS LANDING PHASE II) INC., STATEVIEW HOMES (KINGS LANDING)
INC., STATEVIEW HOMES (MAIN & CO) INC., STATEVIEW HOMES (MINU
TOWNS) INC., STATEVIEW HOMES (NAO TOWNS) INC., STATEVIEW HOMES
(ON THE MARK) INC., STATEVIEW HOMES (OOH LALA TOWNS) INC.,
STATEVIEW HOMES (QUEEN'S COURT) INC., STATEVIEW HOMES (RIALTO
TOWNS) INC., STATEVIEW HOMES (TESORO COLLECTION) INC, TAURA
DEVELOPMENTS INC., LIVE INSPIRED ORGANIZATION, HIGHVIEW
BUILDING CORP INC., NORTHGATE FINE HOMES INC., TLSFD TAURASI
HOLDINGS CORP. CARLO TAURASI, DINO TAURASI, DANIEL CICCONE,
ANTHONY TAURASI, EMILIO TAURASI, DENNIE TAURASI, MELISSA
TAURASI, NELDA TAURASI, ABC INC., XYZ INC, AND ROYAL BANK OF
CANADA

Defendants

CONSENT

THE PARTIES hereto, none being under a disability, by their respective lawyers, consent to the form and content of the draft Judgment attached as **Schedule "A"**.

Date:

McCarthy Tétrault LLP
Lawyers for the plaintiff

Date:

RAR Litigation

Lawyers for the defendants Luxview Fine Homes Corporation, StateView Construction Ltd., StateView Homes (Ashburn Heights) Inc., StateView Homes (Baldwin Heights) Inc., StateView Homes (Bea Towns) Inc., StateView Homes (Bonaventure) Inc., StateView Homes (Edge Towns) Inc., StateView Homes (Elia Collection) Inc., StateView Homes (Elm&Co) Inc., StateView Homes (Hampton Heights) Inc., StateView Homes (High Crown Estates) Inc., StateView Homes (Kings Landing Phase I) Inc., StateView Homes (Kings Landing) Inc., StateView Homes (Main & Co) Inc., StateView Homes (Minu Towns) Inc., StateView Homes (Nao Towns) Inc., StateView Homes (On The Mark) Inc., StateView Homes (Ooh Lala Towns) Inc., StateView Homes (Queen's Court) Inc., StateView Homes (Rialto Towns) Inc., StateView Homes (Tesoro Collection) Inc, Taura Developments Inc., Live Inspired Organization, Highview Building Corp Inc., Northgate Fine Homes Inc., TLSFD Taurasi Holdings Corp., Carlo Taurasi, Dino Taurasi, and the added defendants StateView Homes (Nao Towns II) Inc. and StateView Homes (Ivory Oak Estates) Inc.

SCHEDULE "A"

Court File No. CV-21-00002699-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
JUSTICE) DAY, THE
) DAY OF ,
)

BETWEEN:

THE TORONTO-DOMINION BANK

Plaintiff

- and -

LUXVIEW FINE HOMES CORPORATION, STATEVIEW CONSTRUCTION LTD., STATEVIEW HOMES (ASHBURN HEIGHTS) INC., STATEVIEW HOMES (BALDWIN HEIGHTS) INC., STATEVIEW HOMES (BEA TOWNS) INC., STATEVIEW HOMES (BONAVENTURE) INC., STATEVIEW HOMES (EDGE TOWNS) INC., STATEVIEW HOMES (ELIA COLLECTION) INC., STATEVIEW HOMES (ELM&CO) INC., STATEVIEW HOMES (HAMPTON HEIGHTS) INC., STATEVIEW HOMES (HIGH CROWN ESTATES) INC., STATEVIEW HOMES (KINGS LANDING PHASE II) INC., STATEVIEW HOMES (KINGS LANDING) INC., STATEVIEW HOMES (MAIN & CO) INC., STATEVIEW HOMES (MINU TOWNS) INC., STATEVIEW HOMES (NAO TOWNS) INC., STATEVIEW HOMES (ON THE MARK) INC., STATEVIEW HOMES (OOH LALA TOWNS) INC., STATEVIEW HOMES (QUEEN'S COURT) INC., STATEVIEW HOMES (RIALTO TOWNS) INC., STATEVIEW HOMES (TESORO COLLECTION) INC, TAURA DEVELOPMENTS INC., LIVE INSPIRED ORGANIZATION, HIGHVIEW BUILDING CORP INC., NORTHGATE FINE HOMES INC., TLSFD TAURASI HOLDINGS CORP., CARLO TAURASI, DINO TAURASI, DANIEL CICCONE, ANTHONY TAURASI, EMILIO TAURASI, DENNIE TAURASI, MELISSA TAURASI, NELDA TAURASI, ABC INC., XYZ INC, AND ROYAL BANK OF CANADA

Defendants

JUDGMENT

THIS MOTION, made by the Plaintiff The Toronto Dominion Bank ("TD") on consent, was read on this day at the Superior Court of Justice, 330 University Avenue, Toronto, Ontario.

ON READING the consent of (i) Luxview Fine Homes Corporation, StateView Construction Ltd., StateView Homes (Ashburn Heights) Inc., StateView Homes (Baldwin Heights) Inc., StateView Homes (Bea Towns) Inc., StateView Homes (Bonaventure) Inc.,

StateView Homes (Edge Towns) Inc., StateView Homes (Elia Collection) Inc., StateView Homes (Elm&Co) Inc., StateView Homes (Hampton Heights) Inc., StateView Homes (High Crown Estates) Inc., StateView Homes (Kings Landing Phase II) Inc., StateView Homes (Kings Landing) Inc., StateView Homes (Main & Co) Inc., StateView Homes (Minu Towns) Inc., StateView Homes (Nao Towns) Inc., StateView Homes (Nao Towns II) Inc., StateView Homes (On The Mark) Inc., StateView Homes (Ooh Lala Towns) Inc., StateView Homes (Queen's Court) Inc., StateView Homes (Rialto Towns) Inc., StateView Homes (Tesoro Collection) Inc., StateView Homes (Ivory Oak Estates) Inc., Taura Developments Inc., Live Inspired Organization, Highview Building Corp Inc., Northgate Fine Homes Inc., TLSFD Taurasi Holdings Corp., Carlo Taurasi, and Dino Taurasi; and (ii) TD, filed:

1. **THIS COURT ORDERS AND ADJUDGES** that Luxview Fine Homes Corporation, StateView Construction Ltd., StateView Homes (Ashburn Heights) Inc., StateView Homes (Baldwin Heights) Inc., StateView Homes (Bea Towns) Inc., StateView Homes (Bonaventure) Inc., StateView Homes (Edge Towns) Inc., StateView Homes (Elia Collection) Inc., StateView Homes (Elm&Co) Inc., StateView Homes (Hampton Heights) Inc., StateView Homes (High Crown Estates) Inc., StateView Homes (Kings Landing Phase II) Inc., StateView Homes (Kings Landing) Inc., StateView Homes (Main & Co) Inc., StateView Homes (Minu Towns) Inc., StateView Homes (Nao Towns) Inc., StateView Homes (Nao Towns II) Inc., StateView Homes (On The Mark) Inc., StateView Homes (Ooh Lala Towns) Inc., StateView Homes (Queen's Court) Inc., StateView Homes (Rialto Towns) Inc., StateView Homes (Tesoro Collection) Inc., StateView Homes (Ivory Oak Estates) Inc., Taura Developments Inc., Live Inspired Organization, Highview Building Corp Inc., Northgate Fine Homes Inc., TLSFD Taurasi Holdings Corp., Carlo Taurasi, and Dino Taurasi shall, jointly and severally, pay to TD the sum of **[McCarthy Tétrault LLP, as escrow agent, shall insert the amount of the Accelerated Obligation (as that term is defined in the Settlement Agreement dated ●, 2023) as at the date of Default (as that term is defined in the Settlement Agreement dated ●, 2023)]**.

THIS JUDGMENT BEARS INTEREST at the rate prescribed by the *Courts of Justice Act*, namely, at the rate of ___ per year commencing on _____.

SCHEDULE "A"

The Toronto-Dominion Bank StateView Construction Ltd. et al
Plaintiff and Defendants

Court File No.: CV-23-00696833-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

JUDGMENT

McCarthy Tétrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6

Geoff R. Hall LS#: 34701O
ghall@mccarthy.ca
Tel: 416-601-7856

Adam Ship LS#: 55973P
aship@mccarthy.ca
Tel: 416-601-7731

Adam Dobkin LS#: 79395V
aobkin@mccarthy.ca
Tel: 416-601-7563

Lawyers for the Plaintiff

The Toronto-Dominion Bank
Plaintiff and StateView Construction Ltd. et al
Defendants

Court File No.: CV-23-00696833-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

CONSENT

McCarthy Tétrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6

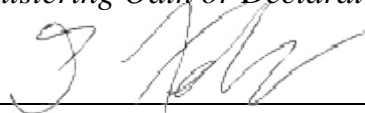
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Adam Ship LS#: 55973P
aship@mccarthy.ca
Tel: 416-601-7731

Adam Dobkin LS#: 79395V
aobkin@mccarthy.ca
Tel: 416-601-7563

Lawyers for the Plaintiff

This is Exhibit "H" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

Properties

PIN 58763 - 1788 LT
Description BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE
Address BARRIE

PIN 58763 - 1789 LT
Description BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE
Address BARRIE

PIN 58763 - 1790 LT
Description BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE
Address BARRIE

PIN 58763 - 1791 LT
Description BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE
Address BARRIE

PIN 58763 - 1780 LT
Description PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642; CITY OF BARRIE
Address 39 AUBURN COURT
 BARRIE

PIN 58763 - 1783 LT
Description PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642; CITY OF BARRIE
Address 39 AUBURN COURT
 BARRIE

Consideration

Consideration \$530,735.58

Claimant(s)

Name 1890292 ONTARIO INC.
Address for Service c/o Daoust Vukovich LLP
 20 Queen Street West, Suite 3000
 Toronto, ON M5H 3R3
 Attention: Paul Hancock

I, Roberto Leva, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Statements

Name and Address of Owner Stateview Homes (Hampton Heights) Inc. - 410 Chrislea Road, Unit 16, Woodbridge, ON L4L 8B5. Name and address of person to whom lien claimant supplied services or materials Stateview Homes (Hampton Heights) Inc. - 410 Chrislea Road, Unit 16, Woodbridge, ON L4L 8B5. Time within which services or materials were supplied from 2023/01/19 to 2023/03/27 Short description of services or materials that have been supplied : provide and supply all labour, materials, and equipment as required to complete foundation/formwork. Contract price or subcontract price \$530,735.58 (incl. extras and HST). Amount claimed as owing in respect of services or materials that have been supplied \$530,735.58 (incl. extras and HST)

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Paul Leigh Hancock 20 Queen St W., Suite 3000 acting for Signed 2023 05 01
 Toronto Applicant(s)
 M5H 3R3

Tel 416-597-6888

Fax 416-597-8897

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

Submitted By

DAOUST VUKOVICH LLP
20 Queen St W., Suite 3000
Toronto
M5H 3R3
2023 05 01

Tel 416-597-6888
Fax 416-597-8897

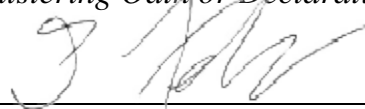
Fees/Taxes/Payment

Statutory Registration Fee \$69.00
Total Paid \$69.00

File Number

Claimant Client File Number : 230665 PH

This is Exhibit "I" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI



Fogler, Rubinoﬀ LLP
Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Joseph Fried
E-mail: jfried@foglers.com

Legal Assistant: Medina Young
Direct Dial: 416.864.9700 ext 204
E-mail: myoung@foglers.com

Our File No. 231533

April 17, 2023

REGISTERED MAIL AND EMAIL TO DANIEL@STATEVIEWHOMES.COM

CONFIDENTIAL

Stateview Homes (Hampton Heights) Inc.
410 Chrislea Road, Suite 16
Woodbridge, Ontario
L4L 8B5

Dear Sir/Madame:

Re: Firm Capital Mortgage Fund Inc. loan to Stateview Homes (Hampton Heights) Inc. secured by a first Mortgage (the "Mortgage") on 39 Auburn Court, Barrie, Ontario Registered as Instrument No. SC1953024 Mortgage No. 4009

Please be advised that we are solicitors for Firm Capital Mortgage Fund Inc. who have instructed us to issue a Notice of Breach of Covenant by reason of the occurrence of an Event of Default under the Mortgage.

Please find enclosed Notice to this effect.

You must pay on or before May 3, 2023, the amount of \$5,361,249.18 together with additional per diem of \$1,416.26 to the date of payment in accordance with the attached Notice of Breach by way of certified funds payable to Firm Capital Mortgage Fund Inc., failing which our client will have no alternative but to pursue such legal remedies as our client determines without any further notice to you.

Please govern yourself accordingly.

Yours very truly,

FOGLER, RUBINOFF LLP

Per: Medina Young**

Medina Young
Law Clerk

*** Executed pursuant to the Electronic Commerce Act*

JF/my

Encl.

cc: Firm Capital Mortgage Fund Inc.

NOTICE OF BREACH OF COVENANT

TO: Stateview Homes (Hampton Heights) Inc. (the Chargor")

**Re: Firm Capital Mortgage Fund Inc. (the "Lender") loan to Stateview Homes (Hampton Heights) Inc. secured by a first Mortgage (the "Mortgage") on 39 Auburn Court, Barrie, Ontario
Registered as Instrument No. SC1953024
Mortgage No. 4009**

This shall constitute the Lender's formal notice to you of the breach of a covenant on your part contained in the Mortgage which constitutes an Events of Default thereunder as set out in the Additional Provisions of the Mortgage Subsection (l) on page 24 whereby *"any fact, circumstance, event, change or effect occurs or arises that, individually or in aggregate with any other facts, circumstances, events, changes, effects or occurrences has material adverse effect on (i) the business, assets, liabilities, results of operation or financial condition of any Covenantor..."* which material adverse effect is evidenced by the admission of the Chargor in a Settlement Agreement dated as of 31st day of March, 2023 with The Toronto-Dominion Bank (hereinafter "TD") that accounts at TD were used to *"perpetrate an extensive cheque kiting scheme against TD Bank, resulting in TD Bank suffering losses that exceed \$37 million."* As a result of this Event of Default under the Mortgage, the amount owing and due to the Lender is as follows:

Principal Balance owing	\$4,992,097.65
Interest to April 17, 2023	\$84,167.11
Three months interest pursuant to Section 17 of the <i>Mortgage Act</i>	\$127,298.49
Enforcement fee	\$149,762.93
Funding administration fee	\$3,600.00
Maintenance fee	\$450.00
Default Action administration fee of the mortgagee	\$1,500.00
Legal fees of Fogler, Rubinoff LLP	<u>\$2,373.00</u>
TOTAL DUE TO FIRM CAPITAL MORTGAGE FUND INC.	\$5,361,249.18

E. & O.E.

As such breach is incapable of being cured, our client requires payment of **\$5,361,249.18**, plus additional per diem of \$1,412.26 from April 17, 2023, to the date of payment by no later than May 3, 2023, failing which it will have no alternative but to commence such legal proceedings as our client deems necessary without any further notice to you.

DATED this 17th day of April 2023.

FIRM CAPITAL MORTGAGE FUND INC.

by its solicitors

FOGLER, RUBINOFF LLP

Per: _____

Joseph Fried



This is Exhibit "J" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) Bankruptcy and Insolvency Act)

TO: Stateview Homes (Hampton Heights) Inc., an insolvent corporation
410 Chrislea Road, Suite 16
Woodbridge, Ontario
L4L 8B5

TAKE NOTICE THAT:

1. Firm Capital Mortgage Fund Inc., a secured creditor, intends to enforce its security on the property of the insolvent person described below:

PIN Nos. 58763-1780, 58763-1783, 58763-1788, 58763-1789, 58763-1790 and 58763-1791 (LT)

Firstly, PART LOT 3, CON 14 INNISFIL, PART 6 ON 51R42642; CITY OF BARRIE
Secondly, PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642; CITY OF BARRIE

Thirdly, BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

Fourthly, BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

Fifthly, BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

Sixthly, BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

City of Barrie

County of Simcoe

Simcoe Land Registry Office (No. 51)

municipally known as 39 Auburn Court, Barrie, Ontario L4N 6H2

2. The security that is to be enforced is in the form of:

(a) a Charge/Mortgage of Land signed on December 16, 2022, and registered in the Simcoe Land Registry Office (No. 51) on December 16, 2022, as Instrument No. SC1953024.

(b) a General Assignment of Rents registered in the said Land Titles Office on December 16, 2022, as Instrument No. SC1953025.

(c) a General Security Agreement made as of December 2022.

(d) a Assignment of Rights under the Agreements Purchase and Sale made between Stateview Homes (Hampton Heights) Inc. and Firm Capital mortgage Fund Inc. dated December 14, 2022;

(e) an Assignment of Material Project Agreements made between Stateview Homes (Hampton Heights) Inc. and Firm Capital Mortgage Fund Inc. dated December 14, 2022.

(f) An Assignment of Funds to Firm Capital Mortgage Fund Inc. from Stateview Homes (Hampton Heights) Inc. dated December 2022.

(g) Assignment and Direction re Authority.

(h) Assignment and Direction re Bank.

(i) Assignment and Direction re Tarion.

(j) Assignment and Direction re Alectra.

3. The total amount of the indebtedness secured by the security is **\$5,368,519.22** as at the

21st day of April 2022, inclusive of \$1,200.00 costs plus HST thereon, with a per diem payment thereafter of \$1,412.26 on the mortgage loan.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at the City of Toronto, this 21st day of April 2023.

FIRM CAPITAL MORTGAGE FUND INC.
by its solicitors
FOGLER, RUBINOFF LLP

Per: 

David Thiel
Ste 3000, P.O. Box 95
77 King Street West
TD Centre North Tower
Toronto, Ontario M5K1G8
T: 416-864-9700
F: 416-941-8852

Please direct any enquiries to: **Medina Young at 416-864-9700 ext. 204 cell 905-758-0530 (myoung@foglers.com)**

This Notice is a required document under the Bankruptcy & Insolvency Act ("Act"). The use of the word "insolvent" is prescribed by the Act but nothing herein shall be deemed to imply that any person to whom this Notice is delivered is, in fact insolvent.

CONSENT

The undersigned hereby acknowledges as follow:

- (a) the undersigned has received the notice of intention to enforce security issued by Firm Capital Mortgage Fund Inc. (the "**Lender**") dated the 21st day of April 2023.
- (b) the undersigned confirms that it does not have the resources to meet or satisfy the Lender's demand dated the 17th day of April 2023; and
- (c) the undersigned consents to the Lender forthwith enforcing the security the Lender holds in respect of the liabilities of the undersigned to the Lender, in whatever manner the Lender deems appropriate including without limitation the appointment of a Receiver (which term includes receiver and manager) and Agent of the Lender to realize upon the company and its assets and undertaking pursuant to the Lender's security.

This Consent may be transmitted by fax or electronic mail, PDF electronic formatted signatures or DocuSign and shall be binding upon the parties hereto as if executed in the original

DATED this day of April, 2023.

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Per:

Name:

Title:

This is Exhibit "K" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

NOTICE OF SALE UNDER MORTGAGE

TO: Stateview Homes (Hampton Heights) Inc.
16-410 Chrislea Rd
Woodbridge, Ontario L4L 8B5

AND TO: Stateview Construction Ltd.
16-410 Chrislea Rd
Woodbridge, Ontario L4L 8B5

AND TO: Taura Developments Inc.
16-410 Chrislea Rd
Woodbridge, Ontario L4L 8B5

AND TO: Daniel Ciccone
16-410 Chrislea Rd
Woodbridge, Ontario L4L 8B5

AND TO: Carlo Taurasi
16-410 Chrislea Rd
Woodbridge, Ontario L4L 8B5

AND TO: Dino Taurasi
16-410 Chrislea Rd
Woodbridge, Ontario L4L 8B5

AND TO: MCO Management Inc.
8920 Woodbine Ave., Suite 400
Markham, Ontario L3R 9W9

AND TO: Tony Karamitsos
44 Upjohn Road
Toronto, Ontario M3B 2W1

AND TO: 1890292 Ontario Inc.
c/o Daoust Vukovich LLP
20 Queen Street West, Ste 3000
Toronto, Ontario M5H 3R3

Att: Paul Hancock

TAKE NOTICE that default occurred under the mortgage described below, as it is an Event of Default thereunder if *"any fact, circumstance, event, change or effect occurs or arises that, individually or in aggregate with any other facts, circumstances, events, changes, effects or occurrences has material adverse effect on (i) the business, assets, liabilities, results of operation or financial condition of any Covenantor..."* which material adverse effect is evidenced by the admission of the Chargor in a Settlement Agreement dated as of 31st day of March, 2023 with The Toronto-Dominion Bank (hereinafter "**TD**") that accounts at TD were used to *"perpetrate an extensive cheque kiting scheme against TD Bank, resulting in TD Bank suffering losses that exceed \$37 million."* Notice of Breach was sent to the Mortgagor and same has not been cured and 15 days has elapsed since the Notice of Breach was provided to the Mortgagor, in respect of the mortgage signed December 16, 2022. The said mortgage was made between,

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

as Mortgagor(s),

- and -

FIRM CAPITAL MORTGAGE FUND INC.

as Mortgagee,

- and -

**DANIEL CICCONE, DINO TAURASI, CARLO TAURASI
TAURA DEVELOPMENTS INC.
AND STATEVIEW CONSTRUCTIONS LTD.**

as Guarantors of the Mortgage

upon the following property namely:

PIN No. 58763-1780 (LT)

PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642; CITY OF BARRIE

PIN No. 58763-1783 (LT)

PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642; CITY OF BARRIE

PIN No. 58763-1788 (LT)

BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1789 (LT)

BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1790 (LT)

BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1791 (LT)

BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

Town of Innisfil

County of Simcoe

Simcoe Land Registry Office (NO. 51)

Municipal Address: 39 Auburn Court, Barrie, Ontario L4N 6G9

which mortgage was registered on December 16, 2022, in the Land Titles Office for the Simcoe Land Registry Office (NO. 51) as No. SC1953024.

AND I hereby give you notice that the amount now due on the mortgage for principal money, interest, collection costs, three months' interest pursuant to Section 17 of the Mortgages Act and the terms of the mortgage, enforcement fee, funding administration fee, maintenance fees, previous statement fee and costs respectively, are as follows:

For principal	\$6,042,961.12
For interest to May 5, 2023,	\$16,613.10
For three month's interest pursuant to Section 17 of the <i>Mortgages Act</i> and the provisions of the mortgage	\$154,095.51
For enforcement fee of the mortgagee	\$181,288.83
For funding administration fees of the mortgagee	\$3,600.00

For maintenance fee (2023) of the mortgagee	\$450.00
For previous statement fees of the mortgagee	\$530.00
For Lender's default fee for issuance of the notice of sale	\$2,000.00
For lender's default legal action administration fee of mortgagee	\$1,500.00
For legal fees for time prior to issuance of Notice of Sale	\$22,112.60
For legal fees for issuing Notice of Breach	\$2,000.00
For legal fees for issuing Notice of Intention to Enforce Security	\$1,000.00
For legal fees, disbursements and costs in connection with the service of this notice only (and thereafter such further legal fees, disbursements and costs will be charged as may be incurred)	\$3,000.00
For HST on costs	\$3,654.64
	<hr/> \$6,434,805.80 <hr/>

(such amount for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the greater of The Toronto-Dominion Bank's prime rate plus 3.5% per annum or 8.95% per annum, on the principal and interest hereinbefore mentioned, from the 5th day of May, 2023, to the date of payment.


AND unless the said sums are paid on or before the 10th day of June 2023, I shall sell the property covered by the said mortgage under the provisions contained in it.

THIS notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED the 5th day of May 2023.

FIRM CAPITAL MORTGAGE FUND INC.

by its solicitors
FOGLER, RUBINOFF LLP

Per: 
Joseph Fried*

*on behalf of ON BEHALF OF JOSEPH FRIED PROFESSIONAL CORPORATION
Fogler, Rubinoff LLP HST Registration #R119420859

Municipal Address is: 39 Auburn Court, Barrie, Ontario L4N 6G9

Please direct any enquiries to:

Medina Stella Young, Law Clerk
Fogler, Rubinoff LLP
Barristers & Solicitors
3000-77 King St W, PO Box 95
TD Centre North Tower
Toronto, Ontario M5K 1G8

Telephone: 416-864-9700 ext. 204
Fax: (416) 941-8852
Cell: 905-758-0530
Email: myoung@foglers.com

OR to:
Joseph Fried
Fogler, Rubinoff LLP
Email: jfried@foglers.com

Matter No. 231533

This is Exhibit "L" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI



Fogler, Rubinoff LLP
Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
t: 416.864.9700 | f: 416.941.8852
foglers.com

Law Clerk: Deanna Wehby
Direct Dial: 416-864-9700 ext 408
E-mail: dwehby@foglers.com

Lawyer: Joseph Fried
Direct Dial: (416) 941-8836
E-mail: jfried@foglers.com

May 15, 2023

Our File No. POS 231533/ MTG 225502

DELIVERED BY MAIL and COURIER

The Corporation of the City of Barrie
City Hall, 70 Collier Street,
P.O. Box 400,
Barrie Ontario
L4M 4T5

Attention: Wendy Cooke, City Clerk

Dear Madam:

**Re: Firm Capital Mortgage Fund Inc. (the “Lender”) loan (the "Loan") to
Stateview Homes (Hampton Heights) Inc. (the “Borrower”)**

Secured, inter alia, by a first charge against the title to:

**Firstly: PIN No. 58763-1783 (LT)-PART BLOCK 174 PLAN 51M867 PART
5 ON PLAN 51R42642 and municipally known as 39 Auburn Court, Barrie
PIN No. 58763-1780 (LT)-PART LOT 3 CON 14 INNISFIL, PART 6 ON
51R42642 and municipally known as 39 Auburn Court, Barrie**

**Secondly: PIN No. 58763-1788 (LT)- BLOCK 1, PLAN 51M1229; SUBJECT
TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE**

**PIN No. 58763-1789 (LT)-BLOCK 2, PLAN 51M1229; SUBJECT TO AN
EASEMENT AS IN SC1843162; CITY OF BARRIE**

**PIN No. 58763-1790 (LT)-BLOCK 3, PLAN 51M1229; SUBJECT TO AN
EASEMENT AS IN SC1843162; CITY OF BARRIE**

**PIN No. 58763-1791 (LT)- BLOCK 4, PLAN 51M1229; SUBJECT TO AN
EASEMENT AS IN SC1843162; CITY OF BARRIE**

**and municipally known as 2, 4, 6, and 8 Teck Road, Barrie, Ontario
(collectively, the “Property”)**

We are the solicitors for the Lender in the above transaction, which was completed on December 19, 2022.

On the closing, Stateview Homes (Hampton Heights) Inc. assigned its interest in the Security held by the City in the amount of \$445,271.81 with respect of engineering fees and \$32,928.31 in respect of parks, to our client, the Lender.

The Borrower is now in default under the Loan.

Please find attached a copy of Assignment and Direction which was acknowledged by your office on December 21, 2022.

In accordance with the provisions of the Assignment and Direction, we hereby notify you that any release of the Security (being cash security in the amount of \$445,271.81 with respect of engineering fees and \$32,928.31 in respect of parks), or any part thereof, **is to be remitted to the Lender only and not to Stateview Homes (Hampton Heights) Inc.**

Should you require any further assistance, do not hesitate to contact our office.

Yours very truly,

FOGLER, RUBINOFF LLP

Per: Joseph Fried**

Joseph Fried*

**On behalf of Joseph Fried Professional Corporation*

*** Executed pursuant to the Electronic Commerce Act*

JF:dw

Encl.



Fogler, Rubinoff LLP
Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
t: 416.864.9700 | f: 416.941.8852
foglers.com

Law Clerk: Deanna Wehby
Direct Dial: 416-864-9700 ext 408
E-mail: dwehby@foglers.com

Lawyer: Joseph Fried
Direct Dial: (416) 941-8836
E-mail: jfried@foglers.com

May 15, 2023

Our File No. POS 231533/ MTG 225502

DELIVERED BY COURIER and EMAIL:lawrence.wilde@alecrautilities.com

Alectra Utilities Corporation
55 John Street North
Hamilton Ontario L8R 3M8

Attention: Lawrence Wilde, Associate General Counsel

Dear Sir:

Re: Firm Capital Mortgage Fund Inc. (the "Lender") loan (the "Loan") to Stateview Homes (Hampton Heights) Inc. (the "Borrower") Secured, inter alia, by a first charge against the title to: Firstly: PIN No. 58763-1783 (LT)-PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642 and municipally known as 39 Auburn Court, Barrie PIN No. 58763-1780 (LT)-PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642 and municipally known as 39 Auburn Court, Barrie

Secondly: PIN No. 58763-1788 (LT)- BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE PIN No. 58763-1789 (LT)-BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE PIN No. 58763-1790 (LT)-BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE PIN No. 58763-1791 (LT)- BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE and municipally known as 2, 4, 6, and 8 Teck Road, Barrie, Ontario (collectively, the "Property")

We are the solicitors for the Lender in the above transaction, which was completed on December 19, 2022.

On the closing, Stateview Homes (Hampton Heights) Inc. assigned its interest in the Security

held by Alectra respecting the servicing and development of the Property including without limitation the amount of \$55,307.01 in respect of expansion, and \$17,193.55 for damages, to our client, the Lender.

The Borrower is now in default under the Loan.

In accordance with the provisions of the Assignment and Direction, we hereby notify you that any release of the Security (being cash security in the amount of \$55,307.01 in respect of expansion, and \$17,193.55 for damages), or any part thereof, **is to be remitted to the Lender only and not to Stateview Homes (Hampton Heights) Inc.**

Should you require any further assistance, do not hesitate to contact our office.

Yours very truly,

FOGLER, RUBINOFF LLP

Per: Joseph Fried**

Joseph Fried*

**On behalf of Joseph Fried Professional Corporation*

*** Executed pursuant to the Electronic Commerce Act*

JF:dw
Encl.

ASSIGNMENT AND DIRECTION

(Utility)

TO: Alectra Utilities Corp. (the "Alectra")

AND TO: Firm Capital Mortgage Fund Inc.

RE: Firm Capital Mortgage Fund Inc. (the "Lender") loan to Stateview Homes (Hampton Heights) Inc. (the "Chargor") secured, inter alia, by a first charge against the title to:

Firstly: PIN No. 58763-1783 (LT)-PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642 and municipally known as 39 Auburn Court, Barrie

PIN No. 58763-1780 (LT)-PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642 and municipally known as 39 Auburn Court, Barrie

Secondly: PIN No. 58763-1788 (LT)- BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1789 (LT)-BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1790 (LT)-BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN No. 58763-1791 (LT)- BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

and municipally known as 2, 4, 6, and 8 Teck Road, Barrie, Ontario (collectively, the "Property")

WHEREAS:

- (a) The Chargor has given a first Charge/Mortgage respecting the Property in favour of the Lender which was registered in the Land Titles Office for the Simcoe Land Registry (NO. 51) on December 16, 2022 as Instrument No. SC1953024;
- (b) Alectra now holds and will in the future hold cash security respecting the obligations of the Chargor to the Alectra respecting the servicing and development of the Property including without limitation the amount of \$55,307.01 in respect of expansion, and \$17,193.55 for damages (collectively, the "Security"); and
- (c) The Chargor has agreed that if and when the Security or any part thereof is released by the Authority, it shall be paid to the Lender.

NOW THEREFORE in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00), the receipt whereof is hereby acknowledged, the Chargor hereby assigns the Security together with any accrued interest thereon to the Lender and hereby irrevocably authorizes and directs Alectra that upon any release by it of the Security or any part thereof, to pay the Security together with accrued interest thereon to the Lender or to whom it may direct until all amounts properly due to the Lender have been paid in full.

The Chargor covenants with the Lender that it shall, within five (5) days of providing any Security to Alectra, provide the Lender with full particulars of the Security including the name of Alectra. The Chargor

further undertakes to provide to the Lender with such further assignments and directions as the Lender requires in respect of the actual Security provided by it to Alectra, within five (5) days of receiving such documentation from the Lender or its solicitor. The Chargor shall also provide the Lender with two (2) executed copies of this Assignment and Direction executed by Alectra to which the Chargor has provided Security. Failure of the Chargor to comply with these covenants and undertakings shall constitute a default under the Lender's mortgage on the Property, entitling the Lender to exercise its rights and remedies thereunder and at law.

This shall be your good, sufficient and irrevocable authority for so doing.


Delivery of this instrument by fax transmission or electronic mail shall be as binding upon the parties hereto as if executed in the original.

This Assignment and Direction may be executed in counterparts and all the counterparts shall constitute an agreement binding on the parties hereto.

SIGNATURE(S) TO APPEAR ON THE FOLLOWING PAGE

DATED this day of December, 2022.

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

DocuSigned by:
Per:  _____
226D8882B399415...

Name: Daniel Ciccone

Title: Secretary

I have authority bind the corporation.

TO: Firm Capital Mortgage Fund Inc.

Alectra Utilities Corp. hereby acknowledges receipt of this Assignment and Direction and undertake to you to act in compliance therewith.

DATED this day of

ALECTRA UTILITIES CORP.

Per: _____

Name:

Title:

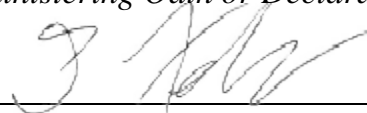
Per: _____

Name:

Title:

I/we have authority to bind the Authority.

This is Exhibit "M" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

Stateview Homes - Schedule of Liens

Address	Borrower	Lien Date	Registration #	Lien Claimant	Lien Amount	Contract Amount	Description	Lien Status	Statement of Claim Received	Date of Registration of Claim	FCC Defence Filed	Notes
Hampton Heights Project	Stateview Homes (Hampton Heights) Inc.	01-May-23	SC1976790	1890292 Ontario Inc.	\$ 530,735.58	\$ 530,735.58	Foundation and Forming Work	Active				*** Registered on Blocks 1-4 Hampton Lots & Auburn
Hampton Heights Project	Stateview Homes (Hampton Heights) Inc.	04-May-23	SC1978047	Pro Star Excavating & Grading	\$ 6,404.93	\$ 6,404.93	Excavation & Soil Removal	Active				*** Registered on 39 Auburn Only
Hampton Heights Project	Stateview Homes (Hampton Heights) Inc.	04-May-23	SC1978042	Pro Star Excavating & Grading	\$ 50,000.00	\$ 50,000.00	Excavation & Soil Removal	Active				*** Registered on Block 3 Hampton Lots Only
Hampton Heights Project	Stateview Homes (Hampton Heights) Inc.	05-May-23	SC1978049	Pro Star Excavating & Grading	\$ 15,000.00	\$ 15,000.00	Excavation & Soil Removal	Active				*** Registered on Block 2 Hampton Lots Only
Hampton Heights Project	Stateview Homes (Hampton Heights) Inc.	08-May-23	SC1978274	Tamarack Lumber Inc.	\$ 506,325.70	\$ 583,210.74	Lumber, Trusses, Etc.	Active				*** Registered on Blocks 1-4 Hampton Lots & Auburn
Hampton Heights Project	Stateview Homes (Hampton Heights) Inc.	09-May-23	SC1978368	Sunbelt Rentals of Canada Inc.	\$ 5,564.79	\$ 5,564.79	Rental Equipment	Active				*** Registered on Blocks 1-4 Hampton Lots Only
Hampton Heights Project	Stateview Homes (Hampton Heights) Inc.	10-May-23	SC1978741	Woodbridge Stoneslinger (1994) Ltd.	\$ 96,421.22	\$ 96,421.22	Gravel Supply	Active				*** Registered on Blocks 1-4 Hampton Lots & Auburn
Hampton Heights Project	Stateview Homes (Hampton Heights) Inc.	11-May-23	SC1979054	Stardrain & Concrete Inc.	\$ 50,701.84	\$ 214,697.00	Sewer/Drain, Concrete	Active				*** Registered on Blocks 1-4 Hampton Lots & Auburn
					<u>\$ 1,261,154.06</u>	<u>\$ 1,502,034.26</u>						

This is Exhibit "N" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

RISK SERVICES

Risk Observation Summary



Stateview Construction Ltd.
Ardagh Rd and Wright Dr, Barrie, Ontario L4N 0J6

RISK SERVICES CONSULTANT:
Rich Bucek

ASSESSMENT DATE:
May 10, 2023



Working with you to protect your business

Thank you for your time at our recent assessment visit. At Northbridge Insurance®, our greatest satisfaction comes from helping businesses like yours achieve greater success. Our goal is to provide our customers with the tools, expert insights and solutions they need to help ensure they are protected from loss and proactively manage their risks.

Our industry-specific expertise, combined with the fact that we see hundreds of companies across a wide range of business sectors each year, means that we have a vast pool of best practices that we're able to pass along to you. As a result of the assessment, we are pleased to present you with your Risk Observation Summary.

Northbridge Insurance Risk Services are committed to working with you to identify any potential risks and opportunities. At your request, we can also recommend a range of solutions including training, which can help improve your operations and provide a competitive advantage.

Report Details

Customer:	Tom Kerschbaumer Stateview Construction Ltd.
Site Assessed:	Ardagh Rd and Wright Dr Barrie, Ontario L4N 0J6
Date Assessed:	May 10, 2023
<hr/>	
Policy Number:	0651140
Broker:	Masters Insurance Limited

How to interpret and respond to your Risk Observation Summary

This document summarizes the observations made during our recent visit to your facility. It outlines practices that could be improved or enhanced in order to reduce the risk of suffering a loss associated with your daily operations or activities. These observations are presented in two distinct categories.

The first category includes '**Recommendations**' which highlight what actions should be taken to mitigate the risk and adhere to minimum safety standards and practices

The second category, where applicable, includes **Best Practices**, and these are offered to enhance your existing practices and generally exceed the minimum standards known to exist in the industry.



Where **Recommendations** have been made, please contact us within **30 days** to advise of your action plan. You'll find our contact information on the last page of this report.

Risk Services Observations

Private Fire Hydrant Inspection, Testing, and Maintenance

Rec Number: 05-12-2023-1

Issued Date: 5/12/2023

Rec Status: In progress

Due Date: 6/11/2023



Important Recommendation - Action Required:

Observation:

At the time of the visit all water supply to the Hampton Heights site had been shut off. As a result, none of the fire hydrants at this location are operational.

The other Stateview Construction sites that were visited indicated the hydrants are functioning. No test reports were available at the time.

Recommendation:

Re-establish operational fire hydrants in Hampton Heights and provide confirmation they are tested.

All Stateview Construction sites should confirm with the city that hydrants have been tested or engage a fire protection contractor to inspect, test and maintain the private fire hydrant in compliance with the most recent National Fire Protection Association Standard No. 25 "Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems". Once the identified deficiencies have been corrected, please forward a copy of the report.

Risk Services Observations

Portable Fire Extinguisher Accessibility

Rec Number: 05-12-2023-2

Issued Date: 5/12/2023

Rec Status: In progress

Due Date: 6/11/2023



Important Recommendation - Action Required:

Observation:

In some of the sites there is insufficient distribution of portable fire extinguishers. As it relates to this risk, every enclosed unit should have at least one extinguisher clearly marked by the front door. Framed blocks with no drywall must have minimum 1 extinguisher clearly marked by the front door of every third unit.

As it relates to Hampton Heights. The third party extinguisher provider has removed all of their extinguishers from the property, as a result there are no extinguishers on site.

Recommendation:

Mount portable fire extinguishers on the wall in accessible locations. Review extinguisher placement with subcontractors.

Risk Services Observations

Confirm structural integrity.

Rec Number: 05-12-2023-3

Issued Date: 5/12/2023

Rec Status: In progress

Due Date: 6/11/2023



Important Recommendation - Action Required:

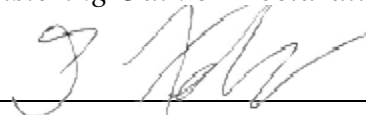
Observation:

All work stopped abruptly at all construction sites, and the buildings were left in "as is" condition. It was noted that some structural bracing may be required to prevent collapse.

Recommendation:

Have an Engineer confirm all unfinished buildings at all sites are braced as required to minimize loss due to lack of structural integrity or high winds.

This is Exhibit "O" referred to in the
Affidavit of Jonathan Mair sworn by Jonathan Mair at the
City of Toronto, in the Province of Ontario, before me
this 1st day of June, 2023 in accordance with *O. Reg. 431/20*,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

PUYA J. FESHARAKI

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Respondent

CONSENT

RSM Canada Limited hereby consents to act as Court-appointed Receiver in this proceeding should such an Order be granted by the Court.

DATED this 2nd day of June, 2023.

RSM CANADA LIMITED

Per: 

Name: Bryan A. Tannenbaum

Title: President

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

FIRM CAPITAL MORTGAGE FUND INC.

- and -

**STATEVIEW HOMES (HAMPTON HEIGHTS)
INC.**

Applicant

Respondent

Court File No. CV-23-00700356-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

CONSENT

Thornton Grout Finnigan LLP

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TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7
Fax: (416) 304-1313

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Lawyers for the Applicant,
Firm Capital Mortgage Fund Inc.

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

FIRM CAPITAL MORTGAGE FUND INC.

- and -

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Applicant

Respondent

Court File No. CV-23-00700356-00CL

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

Proceedings commenced at Toronto, Ontario

AFFIDAVIT OF JONATHAN MAIR

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Lawyers for the Applicant,
Firm Capital Mortgage Fund Inc.

TAB 3

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act,
R.S.C. 1985, c. B-3, as amended*

THE HONOURABLE) THURSDAY, THE 15TH
)
JUSTICE KIMMEL) DAY OF JUNE, 2023

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Respondent

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by Firm Capital Mortgage Fund Inc. (the “**Applicant**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”), appointing RSM Canada Limited (“**RSM**”) as receiver and manager (in such capacities, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Stateview Homes (Hampton Heights) Inc. (the “**Debtor**”), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Affidavit of Jonathan Mair sworn June 1, 2023 and the Exhibits thereto, the Pre-Filing Report of RSM dated ► (the “**Pre-Filing Report**”) and on hearing the submissions of counsel for the Applicant, and such other parties listed on the counsel slip, no one else appearing although duly served as it appears from the Affidavit of Service of [►] sworn June [►], 2023, filed, and on reading the Consent of RSM to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated such that this Application is properly returnable today, hereby dispenses with further service thereof, and authorizes substitute service via electronic mail.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, RSM is hereby appointed Receiver, without security, of all of the assets, undertaking, and property of the Debtor, acquired for, or used in relation to the business carried on by the Debtor, and all proceeds thereof (collectively, the “**Property**”) including, but not limited to the real estate development known as “Hampton Heights”, and the lands and premises municipally known as 39 Auburn Court, Barrie, Ontario and 2, 4, 6, and 8 Teck Road, Barrie, Ontario, all as more specifically described in Schedule “A” hereto (the “**Real Property**”). Without limiting the foregoing, Property shall include any cash collateral and letters of credit or similar instruments posted by the Debtor with any third party, including any municipality or utility body.

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, changing the locks and security codes, relocating of Property to safeguard it, engaging independent security personnel, taking of physical inventories and placement of such insurance coverage as may be necessary or desirable;
- (c) enter into any agreements, to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to pay such protective disbursements as may be deemed necessary to preserve and protect the Property pending any sale or disposition of same;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$300,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the *Mortgages Act* (Ontario), as the case may be, shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens, encumbrances or other instruments affecting such Property, other than such permitted encumbrances as may be acceptable to the purchaser or rights that run with the land;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (r) to create and manage any data room containing such documents and information as may be necessary or desirable to market the Property or the business of the Debtor; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

RECEIVER'S LEGAL COUNSEL

4. **THIS COURT ORDERS** that the Receiver is authorized but not required to retain the same law firms to act as legal counsel as the Applicant, to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order, in any matter where there is no conflict arising from that firm's existing and ongoing role as counsel for the Applicant. In respect of any issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Property or the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, including, without limitation, certification, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, contractors, equipment suppliers, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or

services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental**

Legislation”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

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

RECEIVER’S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings. The Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, save and except that it shall be subordinate to the Charge/Mortgage of Land registered on title to the Real Property in favour of the Applicant, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to: (i) the existing Charge in favour of the Applicant; (ii) the Receiver’s Charge; and (iii) the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA, if applicable. Advances by the Applicant to the Receiver hereunder shall be, and are hereby deemed to be, advances made by the Applicant under the existing Charge granted by the Debtor in favour

of the Applicant, and shall form part of the indebtedness secured by the existing Charge in favour of the Applicant, but for greater certainty, in all cases in priority to every other Person having, or claiming, any interest in the Property.

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

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

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

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL: [URL].

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by email, ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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

31. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate through borrowings obtained by the Receiver in accordance with this Order.

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

33. **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the creditors or any other stakeholders or other interested parties of the Debtor and its advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within

the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

REGISTRATION ON TITLE

34. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Simcoe (No. 51) accept this Order for registration on title to the Real Property described in Schedule “A” hereto.

35. **THIS COURT ORDERS** that this order is effective from the date that it is made and is enforceable without any need for entry and filing.

SCHEDULE "A"

DESCRIPTION OF REAL PROPERTY

PIN58763-1780 (LT): PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642; CITY OF BARRIE

PIN58763-1783 (LT): PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642; CITY OF BARRIE

PIN58763-1788 (LT): BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN58763-1789 (LT): BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN58763-1790 (LT): BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN58763-1791 (LT): BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that RSM Canada Limited., the receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Stateview Homes (Hampton Heights) Inc. (the "**Debtor**"), acquired for, or used in relation to a business carried on by the Debtor (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ► of June, 2023 (the "**Order**") made in an application having Court File No. CV-23-00700356-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$►, being part of the total principal sum of \$► which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the _____ day of _____, 2023.

RSM Canada Limited, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:

Name:

Title:

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

FIRM CAPITAL MORTGAGE FUND INC.

- and -

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Applicant

Respondent

Court File No. CV-23-00700356-00CL

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

Proceedings commenced at Toronto, Ontario

**ORDER
(Appointing Receiver)**

Thornton Grout Finnigan LLP
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TAB 4

Revised: January 21, 2014
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

Court File No. — CV-23-00700356-00CL

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

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act,
R.S.C. 1985, c. B-3, as amended

THE HONOURABLE) ~~WEEKDAY~~THURSDAY, THE #
JUSTICE-) ~~DAY OF MONTH, 20YR~~15TH
)

JUSTICE KIMMEL)
) DAY OF JUNE, 2023

BETWEEN:

PLAINTIFF[†]

Plaintiff

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

DEFENDANT

Defendant

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Respondent

[†]—The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

ORDER
(~~appointing~~Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by ~~the Plaintiff~~²Firm Capital Mortgage Fund Inc. (the "Applicant") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA"), appointing ~~[RECEIVER'S NAME]~~RSM Canada Limited ("RSM") as receiver ~~[and manager]~~ (in such capacities, the "Receiver"), without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~Stateview Homes (Hampton Heights) Inc. (the "Debtor") ~~acquired for, or used in relation to a business carried on by the Debtor,~~ was heard this day ~~at 330 University Avenue,~~ by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the ~~affidavit~~Affidavit of ~~[NAME]~~Jonathan Mair sworn ~~[DATE]~~June 1, 2023 and the Exhibits thereto, the Pre-Filing Report of RSM dated ► (the "Pre-Filing Report") and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant, and such other parties listed on the counsel slip, no one else appearing ~~for [NAME]~~ although duly served as it appears from the ~~affidavit~~Affidavit of ~~service~~Service of ~~[NAME]~~ ► sworn ~~[DATE]~~June [►], 2023, filed, and on reading the ~~consent~~Consent of ~~[RECEIVER'S NAME]~~RSM to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated³~~so~~ such that this

² ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

³ ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in~~

~~motion~~Application is properly returnable today ~~and~~, hereby dispenses with further service thereof, and authorizes substitute service via electronic mail.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~RSM is hereby appointed Receiver, without security, of all of the assets, ~~undertakings~~undertaking, and ~~properties~~property of the Debtor, acquired for, or used in relation to ~~a~~the business carried on by the Debtor, ~~including~~and all proceeds thereof (collectively, the "Property") including, but not limited to the real estate development known as "Hampton Heights", and the lands and premises municipally known as 39 Auburn Court, Barrie, Ontario and 2, 4, 6, and 8 Teck Road, Barrie, Ontario, all as more specifically described in Schedule "A" hereto (the "Real Property"). Without limiting the foregoing, Property shall include any cash collateral and letters of credit or similar instruments posted by the Debtor with any third party, including any municipality or utility body.

RECEIVER'S POWERS

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

~~validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, ~~the~~ changing of the locks and security codes, ~~the~~ relocating of Property to safeguard it, ~~the~~ engaging ~~of~~ independent security personnel, ~~the~~ taking of physical inventories and ~~the~~ placement of such insurance coverage as may be necessary or desirable;
- (c) ~~to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease~~ to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) ~~to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof~~ to pay such protective disbursements as may be deemed necessary to preserve and protect the Property pending any sale or disposition of same;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

~~⁴This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

(i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~100,000, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~300,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~[~~or section 31 of the ~~Ontario~~ *Mortgages Act* (Ontario), as the case may be,⁵ shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply;~~

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens ~~or~~₂ encumbrances or other instruments affecting such Property, other than such permitted encumbrances as may be acceptable to the purchaser or rights that run with the land;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the

⁵ ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (r) to create and manage any data room containing such documents and information as may be necessary or desirable to market the Property or the business of the Debtor; and
- (s) ~~(t)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

RECEIVER'S LEGAL COUNSEL

4. **THIS COURT ORDERS** that the Receiver is authorized but not required to retain the same law firms to act as legal counsel as the Applicant, to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order, in any matter where there is no conflict arising from that firm's existing and ongoing role as counsel for the Applicant. In respect of any issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph ~~57~~ or in paragraph ~~68~~ of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

~~7. — THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, including, without limitation, certification, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from

any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") ~~and the~~ The monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, and after payment of all amounts owing to the Applicant, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to

whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, ~~and that the~~ The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, save and except that it shall be subordinate to the Charge/Mortgage of Land registered on title to the Real Property in favour of the Applicant, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

~~⁶Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

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

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow ~~by way of a revolving credit or otherwise,~~from the Applicant such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~_____~~500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to: (i) the existing Charge in favour of the Applicant; (ii) the Receiver's Charge; and (iii)

the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA, if applicable.
Advances by the Applicant to the Receiver hereunder shall be, and are hereby deemed to be, advances made by the Applicant under the existing Charge granted by the Debtor in favour of the Applicant, and shall form part of the indebtedness secured by the existing Charge in favour of the Applicant, but for greater certainty, in all cases in priority to every other Person having, or claiming, any interest in the Property.

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

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

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

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the ~~E-Service Protocol of the~~Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at

~~<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>~~<https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ~~@~~ [URL].

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by ~~prepaid~~email, ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

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

31. **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate through borrowings obtained by the Receiver in accordance with ~~such priority and at such time as~~ this ~~Court may determine~~Order.

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

33. **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the creditors or any other stakeholders or other interested parties of the Debtor and its advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

REGISTRATION ON TITLE

34. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Simcoe (No. 51) accept this Order for registration on title to the Real Property described in Schedule "A" hereto.

35. **THIS COURT ORDERS** that this order is effective from the date that it is made and is enforceable without any need for entry and filing.

SCHEDULE "A"

DESCRIPTION OF REAL PROPERTY

PIN58763-1780 (LT): PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642; CITY OF BARRIE

PIN58763-1783 (LT): PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642; CITY OF BARRIE

PIN58763-1788 (LT): BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN58763-1789 (LT): BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN58763-1790 (LT): BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN58763-1791 (LT): BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ RSM Canada Limited., the receiver and manager (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of Stateview Homes (Hampton Heights) Inc. (the "Debtor"), acquired for, or used in relation to a business carried on by the Debtor, ~~including all proceeds thereof~~ (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ~~___ day~~ of _____ June, 20__2023 (the "Order") made in an ~~action~~ application having Court ~~file number~~ File No. CV-23-00700356-00CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to

the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

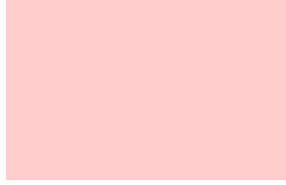
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the _____ day of _____, ~~20~~2023.

**[RECEIVER'S
NAME]RSM
Canada Limited,
solely in its
capacity as
Receiver of the
Property, and not
in its personal
capacity**

~~25~~
25



Per
:

Name:
Title:

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

FIRM CAPITAL MORTGAGE FUND INC.

- and -

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Applicant

Respondent

Court File No. CV-23-00700356-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

ORDER
(Appointing Receiver)

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Lawyers for the Applicant,
Firm Capital Mortgage Fund Inc.

Document comparison by Workshare Compare on Monday, June 5, 2023 2:12:05 PM

Input:	
Document 1 ID	iManage://tgf-mobility-ca.imatech.com/CLIENT/5468424/1
Description	#5468424v1<tgf-mobility-ca.imatech.com> - Model Order
Document 2 ID	iManage://tgf-mobility-ca.imatech.com/CLIENT/5468454/5
Description	#5468454v5<tgf-mobility-ca.imatech.com> - (Draft) Receivership Order_June 5 2023
Rendering set	Standard

Legend:	
	<u>Insertion</u>
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
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Deletions	191
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	415

TAB 5

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act,
R.S.C. 1985, c. B-3, as amended*

THE HONOURABLE) THURSDAY, THE 15TH
)
JUSTICE KIMMEL) DAY OF JUNE, 2023

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Respondent

**ORDER
(Approval of Sale Process)**

THIS APPLICATION, made by Firm Capital Mortgage Fund Inc. (the “**Applicant**”) for an order, among other things, (i) approving the sale process (the “**Sale Process**”) described in Schedule “**A**” hereto; and (ii) authorizing RSM Canada Limited (“**RSM**”), in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”) of the assets, undertakings and properties of Stateview Homes (Hampton Heights) Inc. (the “**Debtor**”) to conduct the Sale Process, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Affidavit of Jonathan Mair sworn June 1, 2023 and the Exhibits thereto, the Pre-Filing Report of RSM dated ► (the “**Pre-Filing Report**”) and on hearing the submissions of counsel for the Applicant, and such other parties listed on the counsel slip, no one else appearing although duly served as it appears from the Affidavit of Service of [►] sworn June [►], 2023, filed

DEFINED TERMS

1. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them under the Sale Process.

APPROVAL OF SALE PROCESS

2. **THIS COURT ORDERS** that the Sale Process (subject to such amendments and extensions as the Receiver determines necessary) and the procedures contemplated therein be and they are hereby approved.

3. **THIS COURT ORDERS** that the Receiver is authorized and directed to take such steps as it deems necessary or advisable to carry out and perform its obligations under the Sale Process.

4. **THIS COURT ORDERS** that the Receiver and its respective affiliates, partners, employees, representatives and agents shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the Sale Process, except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of the Receiver in performing its obligations under the Sale Process as determined by this Court.

5. **THIS COURT ORDERS** that the Receiver and its counsel be and are hereby authorized but not obligated, to serve or distribute this Order, any other materials, orders, communication, correspondence or other information as may be necessary or desirable in connection with the Sale Process to any or interested party that the Receiver considers appropriate. For greater certainty, any such distribution, communication or correspondence shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is hereby authorized and permitted to disclose and transfer to each potential bidder (collectively, the “**Bidders**”) and to their advisors, if requested by such Bidders, personal information of identifiable individuals, but only to the extent desirable or required to negotiate or attempt to complete a sale of the Property (“**Sale**”), as determined by the Receiver. Each Bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The Successful Bidder(s) shall maintain and protect the privacy of such information and, upon closing of the transaction contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Property acquired pursuant to the Sale in a manner which is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

GENERAL

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

8. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

9. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

Schedule “A”

Sale Process

Introduction

1. By Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 15, 2023, RSM Canada Limited (“**RSM**”) was appointed as receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings, and properties of Stateview Homes (Hampton Heights) Inc. (the “**Debtor**”).
2. Pursuant to the Order of the Honourable Justice Kimmel dated June 15, 2023 (the “**Sale Process Order**”), the Court approved and authorized the Receiver to undertake this sales process (the “**Sale Process**”) to solicit interest in, and opportunities for, (the “**Opportunity**”) a sale of all or part of the Debtor’s assets (collectively, the “**Property**”), including the real estate development known as “Hampton Heights” and the lands and premises municipally known as 39 Auburn Court, Barrie, Ontario and 2, 4, 6, and 8 Teck Road, Barrie, Ontario described more fully in Schedule “1” hereto. The Opportunity may include one or more transactions that provide for the sale of all, substantially all or one or more components of the Property as a going concern or otherwise, or some combination thereof (each, a “**Transaction**”).
3. The Receiver intends to provide qualified interested parties with an opportunity to participate in the Sale Process. The Receiver will develop a list of Known Potential Bidders (as defined below).

Opportunity

4. This document describes the Sale Process, including the manner in which individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures, governmental organizations or other entities (each, a “**Person**”) may gain access to or continue to have access to due diligence materials concerning the Debtor, the Property, how bids involving the Debtor, the Property will be submitted to and dealt with by the Receiver and how Court approval will be sought in respect of a transaction involving the Receiver, the Debtor, the Property.
5. The Sale Process contemplates an expedited one-stage process that involves the submission by interested parties of binding offers by the Bid Deadline (as defined below).
6. Except to the extent otherwise set forth in a definitive sale with a Successful Bidder (as defined below), any Transaction involving the Receiver and the Debtor, including a sale of the Property, will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature, or description by the Receiver, the Debtor, or any of their respective agents, advisors or estates, and, in the event of a sale, all of the right, title and interest of the Receiver in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests

therein and thereon pursuant to Court orders, to the extent that the Court deems it appropriate to grant such relief and except as otherwise provided in such Court orders.

7. In the Sale Process, (i) “Business Day” means any day (other than Saturday or Sunday) that banks are open for business in Toronto, Ontario. If any deadline date referred to in the Sale Process falls on a day that is not a Business Day, then such date shall be extended until the next Business Day; and (ii) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase, “without limitation”.

Timeline

8. The following table sets out the key dates and milestones under the Sale Process:

Milestone	Deadline
Commencement Date	Immediately following the granting of the Sale Process Order
Bid Deadline	5:00 pm ET on the date that is 30 calendar days following the Commencement Date
Hearing of the Sale Approval Motion	As soon as practicable after the Bid Deadline
Closing of the Transaction	Forthwith following the granting of the Sale Approval Order

9. Subject to any order of the Court, the dates set out in the Sale Process may be extended by the Receiver in its sole discretion. Any amendment to the deadline dates referenced above will be communicated to all Known Potential Bidders, and any such amendment will be posted on the website maintained by the Receiver for the Receivership Proceedings at: [▶](#).

Solicitation of Interest: Notice of the Sale Process

10. As soon as reasonably practicable following issuance of the Sale Process Order, subject to amendments made by the Receiver:
- (a) the Receiver will prepare a list of potential bidders, including parties that have approached the Receiver indicating an interest in the Opportunity, and strategic parties who the Receiver believes may be interested in the Opportunity, in each case whether or not such party has submitted a letter of intent or similar document (collectively, “**Known Potential Bidders**”);
 - (b) the Receiver will prepare a non-disclosure agreement in form and substance satisfactory to the Receiver and its counsel (an “**NDA**”) which must be executed by all interested parties prior to being granted access to the Data Room (as defined below); and

- (c) the Receiver will prepare a standard form of asset purchase agreement (the “**APA**”), which it will upload to the Data Room (as defined below).
- 11. The Receiver will send the NDA to each Known Potential Bidder as soon as practicable and to any other party who requests a copy of the NDA or who is identified to the Receiver as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.
- 12. The Receiver will arrange for a notice of the Sale Process (and such other relevant information which the Receiver considers appropriate) (the “**Notice**”) to be published in a national newspaper and any other relevant industry periodical or website as the Receiver considers appropriate, if any.

Potential Bidders and Due Diligence Materials

- 13. Any party who wishes to participate in the Sale Process (a “**Potential Bidder**”), must provide to the Receiver at the address specified in Schedule “2” (including by email), a duly authorized and executed NDA (which shall continue to bind any Successful Bidder), and a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder, the funding available to the Potential Bidder and any relevant transactional experience that the Potential Bidder believes will assist the Receiver in assessing the ability of the Potential Bidder to close a Transaction (collectively, the “**Potential Bidder Information**”).
- 14. The Receiver shall, in its reasonable business judgment and subject to competitive and other business considerations, afford each Potential Bidder who has signed and delivered a NDA to the Receiver and provided the Potential Bidder Information such access to due diligence material and information relating to the Property as the Receiver deems appropriate (collectively, the “**Information**”). Due diligence shall include access to an electronic data room of due diligence Information (the “**Data Room**”) containing Information about the Debtor, the Property, and may also include management presentations, on-site inspections, and other matters which a Potential Bidder may reasonably request and as to which the Receiver, in its reasonable business judgment, may agree. The Receiver will designate a representative to coordinate all reasonable requests for additional Information and due diligence access from Potential Bidders and the manner in which such requests must be communicated. The Receiver will not be obligated to furnish any information relating to the Debtor, the Property to any Person other than Potential Bidders. The Receiver is not responsible for, and will bear no liability with respect to, any Information obtained by any Person in connection with the Sale Process.
- 15. Potential Bidders must rely solely on their own independent review, investigation and/or inspection of all information and of the Property in connection with their participation in the Sale Process and any Transaction they enter into with the Receiver. The Receiver makes no representation or warranty as to the Information: (i) contained in the Data Room; (ii) provided through the due diligence process; or (iii) otherwise made available pursuant to the Sale Process (including to any Potential Bidder, Qualified Bidder or Successful

Bidder), except to the extent expressly contemplated in any definitive APA with a Successful Bidder duly executed and delivered by the Receiver and approved by the Court.

16. The Receiver may deliver to each Potential Bidder a letter (the “**Bid Process Letter**”) that establishes or modifies the procedures and deadline dates under the Sale Process.

Formal Binding Offers

17. A Potential Bidder that wishes to make a formal offer to purchase the Debtor or the Property shall submit to the Receiver a binding offer by marking up a copy of the standard-form APA uploaded to the Data Room (a “**Bid**”), that complies with all of the following requirements, at the address specified in Schedule “2” hereto (including by e-mail), so as to be received by the Receiver not later than the Bid Deadline. A Bid submitted by a Potential Bidder (each, a “**Bidder**”) shall satisfy the following requirements:
 - (a) the Bid must be either a binding offer (either individually or in combination with other Bids that make up one Bid) to acquire all, substantially all or a portion of the Property (a “**Sale Proposal**”);
 - (b) the Bid (either individually or in combination with other bids that make up one bid) is an offer to purchase the Debtor or its Property and is consistent with any necessary terms and conditions established by the Receiver and communicated to Bidders;
 - (c) the Bid includes a letter stating that the Bidder’s offer is irrevocable until the selection of the Successful Bidder and any Backup Bidder (as defined below), provided that (i) if such Bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the closing of the transaction with the Successful Bidder, and (ii) if such Bidder is selected as the Backup Bidder, its offer shall remain irrevocable until the earlier of: (1) the closing of the transaction with the Successful Bidder, or (2) twenty-one (21) days following the Bid Deadline;
 - (d) the Bid includes duly authorized and executed Transaction agreements, including the purchase price and any other key economic terms expressed in Canadian dollars (the “**Purchase Price**”), together with all exhibits and schedules thereto;
 - (e) the Bid is accompanied by a deposit (the “**Deposit**”) in the form of a wire transfer (to a trust account specified by the Receiver), in an amount equal to ten percent (10%) of the Purchase Price or other consideration to be paid in respect of the Bid, to be held and dealt with in accordance with this Sale Process;
 - (f) the Bid includes written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed Transaction, that will allow the Receiver to make a determination as to the Bidder’s financial and other capabilities to consummate the proposed Transaction;
 - (g) the Bid is not conditioned on (i) the outcome of unperformed due diligence by the Bidder, or (ii) obtaining financing, but may be conditioned upon the Receiver

receiving the required approvals or amendments relating to the licences required to operate the business, if necessary;

- (h) outlines any anticipated regulatory and other approvals required to close the Transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;
- (i) the Bid fully discloses the identity of each entity that will be entering into the Transaction or the financing, or that is otherwise participating or benefiting from such bid;
- (j) identifies with particularity the contracts the Bidder wishes to assume and reject, contains full details of the Bidder's proposal for the treatment of related cure costs (and provides adequate assurance of future performance thereunder); and it identifies with particularity any executory contract or unexpired lease the assumption and assignment of which is a condition to closing the Transaction;
- (k) the Bid includes:
 - (i) the purchase price in Canadian dollars and a description of any non-cash consideration, including details of any liabilities to be assumed by the Bidder and key assumptions supporting the valuation;
 - (ii) a description of the Property that is expected to be subject to the transaction and any of the Property expected to be excluded;
 - (iii) a specific indication of the financial capability of the Bidder and the expected structure and financing of the transaction;
 - (iv) a description of the conditions and approvals required to complete the closing of the transaction;
 - (v) a description of those liabilities and obligations (including operating liabilities) which the Bidder intends to assume and which such liabilities and obligations it does not intend to assume;
 - (vi) includes full details of the proposed number of employees who will become employees of the Bidder and provisions setting out the terms and conditions of employment for continuing employees; and
 - (vii) any other terms or conditions of the Sale Proposal that the Bidder believes are material to the transaction.
- (l) the Bid includes acknowledgements and representations of the Bidder that the Bidder:
 - (i) is completing the Transaction on an "as is, where is" basis;

- (ii) has had an opportunity to conduct any and all due diligence regarding the Property and the Debtor prior to making its Bid and that it is making the Bid notwithstanding that it may not have received the same due diligence materials and Information relating to the Debtor and the Property, as any other Bidder;
 - (iii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its Bid; and
 - (iv) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, made by the Receiver regarding any matter or thing, including the Property or the Debtor or the completeness of any Information provided in connection therewith, except as expressly stated in the definitive Transaction agreement(s) signed by the Receiver;
 - (m) the Bid is received by the Bid Deadline; and
 - (n) the Bid contemplates closing the Transaction set out therein immediately following the granting of the Sale Approval Order.
18. Following the Bid Deadline, the Receiver will assess the Bids received. For the purpose of evaluating a Bid, the Receiver may request clarification of the terms of any Bid. The Receiver will designate the Bids that comply with the foregoing requirements to be “**Qualified Bids**”. No Bid received shall be disqualified from being a Qualified Bid without the approval of the Receiver. Only Bidders whose Bids have been designated as Qualified Bids (“**Qualified Bidders**”) are eligible to become the Successful Bidder(s).
19. The Receiver may waive strict compliance with any one or more of the requirements specified above and deem such non-compliant Bid to be a Qualified Bid, provided that doing so shall not constitute a waiver by the Receiver of the requirements specified above or an obligation on the part of the Receiver to designate any other Bid as a Qualified Bid. The Receiver will be under no obligation to negotiate identical terms with, or extend identical terms to, each Bidder.
20. Following the Bid Deadline, the Receiver specifically reserves the right to negotiate with any Bidder with respect to any provision of its Bid or to request or agree to any changes in any such Bid. The Receiver may choose to take such steps with respect to one or more Bidders, but the Receiver shall have no obligation to negotiate identical terms with, or extend identical terms to, each Bidder. The Receiver reserves its right to request some, but not all, Bidders submit a revised Bid reflecting improved terms or other amendments requested by the Receiver. The Receiver will be under no obligation to provide to each Bidder the opportunity to improve the terms of any Bid submitted to the Receiver following the Bid Deadline.
21. The Receiver shall notify each Bidder in writing as to whether its Bid constitutes a Qualified Bid within two (2) business days of the Bid Deadline, or at such later time as the Receiver deems appropriate.

22. If the Receiver is not satisfied with the number or terms of the Qualified Bids, the Receiver may extend the Bid Deadline, or the Receiver may seek Court approval of an amendment to the Sale Process.
23. The Receiver may aggregate separate Bids from unaffiliated Bidders to create one Qualified Bid.

Stalking Horse Bid

24. Without limiting the provisions governing amendment of the Sale Process set out herein, and notwithstanding the process and timeline for the Sale Process, the Receiver may at any time before or after the Bid Deadline, proceed to execute a definitive agreement (which shall ultimately be subject to Court approval) with respect to a Transaction contemplated in a Bid submitted at any time by any Person on or before the Bid Deadline. At any time while the Receiver is carrying out the terms of this Sale Process, but before the Bid Deadline, the Receiver shall have the option, in its sole discretion, to enter into an agreement (the “**Stalking Horse Agreement**”) with any potential purchaser (the “**Stalking Horse Bidder**”) in respect of a bid related to the Property (the “**Stalking Horse Bid**”), which Stalking Horse Bidder may include a Potential Bidder participating in this Sale Process or any bidder not participating in this Sale Process.
25. For greater certainty, at any time while the Receiver is carrying out the terms of this Sale Process but before the Bid Deadline, a Stalking Horse Bidder may submit a Stalking Horse Bid to the Receiver. The Receiver shall review all Stalking Horse Bids received and may elect to enter into a Stalking Horse Agreement with the selected Stalking Horse Bidder.
26. In the event that the Receiver enters into a Stalking Horse Agreement with a Stalking Horse Bidder, the Receiver shall: (1) Notify any Potential Bidders who have executed and returned an NDA to the Receiver in writing, of the existence of the Stalking Horse Agreement (but not the terms thereof), and (2) as soon as reasonably practicable, bring a motion to the Court on notice to all Potential Bidders, to (a) obtain Court approval of the Stalking Horse Agreement, and (b) amend the terms of this Sale Process solely for the purposes of including the Stalking Horse Bid in the Sale Process procedures set out herein. Thereafter, the Receiver shall continue to carry on the terms of this Sale Process, as amended.

Evaluation of Competing Bids

27. The criteria utilized by the Receiver to evaluate a Qualified Bid may include, but are not limited to, items such as: (i) the Purchase Price and the net value provided by such Bid, (ii) the firm, irrevocable commitment for funding the Transaction, (iii) the identity, circumstances and ability of the Bidder to successfully complete such Transaction, (iv) the proposed Transaction documents, (v) factors affecting the speed, certainty and value of the Transaction, (vi) the assets included or excluded from the Bid, (vii) any related restructuring costs, and (viii) the likelihood and timing of consummating such Transaction.

Selection of Successful Bid

28. The Receiver will review and evaluate each Qualified Bid, considering the factors set out herein and any other factor that the Receiver may reasonably deem relevant, provided that each Qualified Bid may be negotiated between the Receiver and the Qualified Bidder, and may be amended, modified or varied to improve such Qualified Bid as a result of such negotiations.
29. The Receiver shall review all Qualified Bids. The Receiver may, but shall have no obligation to, enter into a definitive agreement (“**Final Agreement**”) with the Person or Persons who submitted the highest, best or otherwise most favourable Qualified Bid. The Receiver reserves the right to reject any or all Qualified Bids.
30. In the event that the Receiver enters into a Final Agreement, any Qualified Bid so selected shall be the “**Successful Bid**” and the Qualified Party making such bid, the “**Successful Bidder**”, and the next highest, best or otherwise most favourable Qualified Bid received, as determined by the Receiver, shall be the “**Backup Bid**” and the Qualified Bidder(s) who made the Backup Bid shall be the “**Backup Bidder**”.
31. The Receiver will notify each of the Successful Bidder and the Backup Bidder of the Final Agreement and the Backup Bid shall remain open until the consummation of the Transaction contemplated by the Successful Bid (and, for greater certainty, the Receiver shall be entitled to continue to hold the Deposit in respect of the Backup Bid until such time as the Transaction contemplated by the Successful Bid is consummated).
32. The Successful Bidder shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid was made within one Business Day of the Successful Bid being selected as such, unless extended by the Receiver, subject to the milestones set forth in paragraph 8.

Sale Approval Motion Hearing

33. The Receiver will bring a motion before the Court (the “**Sale Approval Motion**”) for an order approving the Successful Bid(s) and authorizing the Receiver to enter into any and all necessary agreements with respect to the Successful Bid(s) and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid(s). All the Qualified Bids other than the Successful Bid and the Backup Bid, if any, shall be deemed to be rejected by the Receiver on and as of the date of approval of the Successful Bid by the Court.

Confidentiality and Access to Information

34. All inquiries, discussions or other communication regarding the Sale Process, a Sale Proposal or Bid should be directed to the Receiver. Under no circumstances should representatives of the Debtor be contacted directly without the prior consent of the Receiver. Any such unauthorized contact or communication could result in exclusion of the interested party from the Sale Process at the discretion of the Receiver.

35. Participants and prospective participants in the Sale Process shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Qualified Bids, the details of any Bids submitted or the details of any confidential discussions or correspondence between the Receiver and such other Potential Bidders or any other Person in connection with the Sale Process, except to the extent the Receiver, with the consent of the applicable participants, is seeking to combine separate Bids from Qualified Bidders. If deemed necessary by the Receiver in order to determine if separate Bids from Qualified Bidders may be combined, the Receiver may share with participants and prospective participants in the Sale Process information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Qualified Bidders, Bids, Qualified Bids and the details of any Bids submitted or the details of any confidential discussions or correspondence between the Receiver and such other Potential Bidders or other Persons in connection with the Sale Process.

Supervision of the Sale Process

36. The Receiver shall oversee and conduct the Sale Process, in all respects, and, without limitation to that supervisory role, the Receiver will participate in the Sale Process in the manner set out in this Sale Process, the Sale Process Order, the Initial Order and any other orders of the Court, and is entitled to receive all information in relation to the Sale Process.
37. This Sale Process does not, and will not be interpreted to create any contractual or other legal relationship between the Receiver and any Potential Bidder, any Qualified Bidder, the Successful Bidder, the Backup Bidder or any other Person, other than as specifically set forth in a definitive agreement that may be entered into with the Receiver.
38. Participants in the Sale Process are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a Transaction. By submitting a Bid, each Potential Bidder shall be deemed to acknowledge and represent that: (i) it has had an opportunity to conduct any and all due diligence regarding the Debtor, the Property prior to making its Bid; (ii) it has relied solely on its own independent review, investigation, and/or inspection of any documents and/or the Property or the Debtor in making its Bid; and, (iii) that it did not rely on any written or oral statements, representations, promises, warranties, conditions or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Property or the Debtor, as applicable, or the completeness of any information provided in connection therewith, except as expressly stated in this Sale Process or as set forth in the Final Agreement approved by the Court.
39. The Receiver shall have the right at any time to: (i) make material amendments to the Sale Process (including by extending the Bid Deadline or pursuant to any Bid Process Letter); and (ii) make non-material amendments to the Sale Process, in each case if, in the reasonable judgment of the Receiver, such material or non-material amendment will enhance the procedure for conducting the Sale Process or maximize the value of a

Transaction pursuant to the Sale Process. The Receiver shall advise the Service List in the Receivership Proceedings of any material amendment to the Sale Process.

Deposits

40. All Deposits paid pursuant to this Sale Process shall be held in trust by the Receiver. The Receiver shall hold Deposits paid by each of the Successful Bidder and the Backup Bidder in accordance with the terms outlined in this Sale Process. In the event that a Deposit is paid pursuant to this Sale Process and the Receiver elects not to proceed to negotiate and settle the terms and conditions of a definitive agreement with the Person that paid such deposit, the Receiver shall return the deposit and any interest accrued thereon to that Person. In the event that either of the Successful Bidder or the Backup Bidder default in the payment or performance of any obligations owed to the Receiver pursuant to any Final Agreement, the Deposit paid by the Successful Bidder or the Backup Bidder, as applicable, shall be forfeited to the Receiver as liquidated damages and not as a penalty.

Schedule "1"

Description of Real Property

PIN58763-1780 (LT): PART LOT 3 CON 14 INNISFIL, PART 6 ON 51R42642; CITY OF BARRIE

PIN58763-1783 (LT): PART BLOCK 174 PLAN 51M867 PART 5 ON PLAN 51R42642; CITY OF BARRIE

PIN58763-1788 (LT): BLOCK 1, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN58763-1789 (LT): BLOCK 2, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN58763-1790 (LT): BLOCK 3, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

PIN58763-1791 (LT): BLOCK 4, PLAN 51M1229; SUBJECT TO AN EASEMENT AS IN SC1843162; CITY OF BARRIE

Schedule "2"

Addresses for Deliveries

Any notice or other delivery made to the Receiver pursuant to this Sale Process shall be made to:

RSM Canada Limited

11 King St. West, Suite 700
Toronto, ON M5H 4C7

Attention: Bryan Tannenbaum, Jeff Berger

Email: bryan.tannenbaum@rsmcanada.com, jeff.berger@rsmcanada.com

with a copy to:

Thornton Grout Finnigan LLP

100 Wellington St. West, Suite 3200
Toronto, Ontario M5K 1K7

Attention: D.J. Miller, Puya Fesharaki

Email: djmiller@tgf.ca, pfesharaki@tgf.ca

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

FIRM CAPITAL MORTGAGE FUND INC.

- and -

STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Applicant

Respondent

Court File No. CV-23-00700356-00CL

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

Proceedings commenced at Toronto, Ontario

**ORDER
(Approval of Sale Process)**

Thornton Grout Finnigan LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
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Fax: (416) 304-1313

D.J. Miller (LSO# 34393P)
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Puya Fesharaki (LSO# 70588L)
Email: pfesharaki@tgf.ca
Tel: (416) 304-7979

Lawyers for the Applicant,
Firm Capital Mortgage Fund Inc.

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

FIRM CAPITAL MORTGAGE FUND INC.

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STATEVIEW HOMES (HAMPTON HEIGHTS) INC.

Applicant

Respondent

Court File No. CV-23-00700356-00CL

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APPLICATION RECORD

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