Court File No: CV-24-00716381-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 5th
	)	
JUSTICE CAVANAGH	)	DAY OF JULY, 2024

B E T W E E N:

1599285 ONTARIO LIMITED., RICK BERWICK, 2702749 ONTARIO INC., PETER ADAMO, CROCETTA ADAMO, ANJAY LIMITED, A-ONE AUTO INVESTMENTS INC., CINZIA SORRENTI, ELCRM HOLDINGS INC., SERGIO MOLELLA, DONALD IERFINO, PIERINA PIZZARDI, PIZZARDI INVESTMENTS, AMOND MANAGEMENT INC., SALISI INVESTMENTS INC., LORENZO ANTONINI, CARMEN ANTONINI, TINA BETTI, ANTHONY BONDI GIUSEPPA BONDI, C.P.M.C MARQUEZ HOLDINGS INC., FREDY ROSSI, 2438747 ONTARIO LIMITED, 2205633 ONTARIO LIMITED, 1620375 ONTARIO LIMITED, 1288601 ONTARIO LIMITED, AMSTEL MANUFACTURING (1993) INC., BRUCE MCKINLAY, SALISI INVESTMENTS LTD., M ANTONINI HOLDINGS INC., GABRIELE PIZZARDI, IMPERIO SA HOLDINGS INC., RONALD CHEMIJ, MARY CHEMIJ, TERRY CHEMIJ, LUBA CHEMIJ, and TAXMART INC.

Applicants

- and -

1000195736 ONTARIO LTD., 1000193772 ONTARIO LTD., and MORGIS CORPORATION

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c.B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicants 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 TDB Restructuring Limited ("**TDB**") as receiver (the **"Receiver"**) without security, of (i) the real property legally described in Schedule "A" hereto (the "**Real Property**"), and (ii) all of the assets, undertakings of 1000195736 Ontario Ltd. ("**736 Ont**"), 1000193772 Ontario Ltd. ("**772 Ont**"), and Morgis Corporation ("**Morgis** and collectively with 736 Ont and 772 Ont, the **"Debtors"**) acquired for, or used in relation to a business carried on the by the Debtors (the "**Property**") was heard in-person on June 26th, 2024 at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Donald Ierfino sworn April 19, 2024 and the Exhibits thereto, the affidavit of Chris Morgis affirmed May 9, 2024 and the Exhibits thereto, the confidential affidavit of Chris Morgis affirmed May 9, 2024 and the Exhibits thereto, the affidavit of Donald Ierfino sworn May 16, 2024 and the Exhibits thereto, the supplementary confidential affidavit of Chris Morgis affirmed May 22, 2024 and the Exhibits thereto, the affidavit of Francesca Sgambelluri sworn May 24, 2024 and the Exhibits thereto, the affidavit of Antonio Pizzardi sworn June 22, 2024 and the Exhibits thereto, the supplementary affidavit of Chris Morgis affirmed June 23, 2024 and the Exhibits thereto, the supplementary affidavit of Chris Morgis affirmed June 24, 2024 and the Exhibits thereto and on hearing the submissions of counsel for the Applicants and Respondents, and on reading the consent of TDB to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, TDB is hereby appointed Receiver, without security, of the Property.

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, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

c) to manage the Property, including the powers to enter into any agreements, or incur any obligations in connection with the Property, or cease to perform or disclaim any contracts of the Debtors in respect of the Property;

d) to engage consultants, appraisers, agents, real estate brokers, 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 as necessary or desirable to preserve or maintain the Property or any part or parts thereof;

f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors in connection with the Property and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

g) to settle, extend or compromise any indebtedness owing to the Debtors;

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 Debtors, 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 Debtors (as such proceedings relate to the Property or any portion thereof), 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 $250,000; 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*, as the case may be, 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 encumbrances affecting such Property;

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 Debtors;

p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, information and cloud-based data of any kind related to the Property, and any computer programs, computer tapes, computer disks, cloud 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, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud 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, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS' OR THE PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors 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 Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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

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

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors 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 Debtors' 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 Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

13. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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 subsection 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 subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, **"Possession"**) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, *1999*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act* or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the **"Environmental Legislation"**), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

17. T**HIS 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 Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the 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

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

24. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (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/) 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 'https://tdbadvisory.ca/insolvency-case/morgis-corporation-et-al/'.

25. **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 ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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

26. **THIS COURT ORDERS** that the Receiver may retain solicitors 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. The Receiver is specifically authorized and permitted to use the solicitors for the Applicant herein as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or 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.

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 each of the Debtors.

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 Applicants shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicants' security or, if not so provided by the Applicants' security, then on a substantial indemnity basis to be paid by the Receiver from the net realizations from the Property with such priority and at such time as this Court may determine.

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.

Mr. Justice Cavanagh

SCHEDULE "A"

DESCRIPTION OF REAL PROPERTY

1. PIN: 21169-0184 (LT)

   Description: PCL 1-1 SEC M380; PT LT 1 PL M380 TORONTO; PT LT 2 PL M380 TORONTO; PT LT 3 PL M380 TORONTO , IF ANY, COMM AT A POINT IN THE SLY LIMIT OF SAID LT 2 DISTANT 5 FT MEASURED ELY THEREON FROM THE S WLY ANGLE OF SAID LT; THENCE ELY ALONG THE SLY LIMIT OF SAID LT 2, BEING THE NLY LIMIT OF EGLINTON AV W, 45 FT MORE OR LESS TO A POINT DISTANT 78 FT 10 INCHES MEASURED WLY FROM THE SE ANGLE OF LT 3 ON SAID PL; THENCE NLY IN A STRAIGHT LINE 113 FT 4 1/2 INCHES MORE OR LESS TO A POINT IN THE NLY LIMIT OF SAID LT 2 DISTANT 80 FT 6 3/4 INCHES MEASURED WLY THEREON FROM THE N ELY ANGLE OF SAID LT 3; THENCE WLY ALONG THE NLY LIMITS OF SAID LOTS 2 AND 1, 39 FT 7 1/2 INCHES MORE OR LESS TO A POINT IN THE SAID NLY LIMIT OF SAID LT 1 DISTANT 1 FT 6 3/4 INCHES MEASURED WLY THEREON FROM THE N ELY ANGLE OF SAID LT; THENCE SLY IN A STRAIGHT LINE 113 FT 5 3/4 INCHES MORE OR LESS TO THE POC; 1. S/T THE RIGHT OF THE OWNERS OF PCL 2664, SEC L TORONTO, TO USE THE WLY WALL OF THE BRICK STORE BUILDINGS, INCLUDING THE FOOTINGS THEREOF SITUATED ON THE LANDS IN THE ABOVE PCL OR ANY PT THEREOF AS A PARTY WALL , TO FORM THE ELY WALL OR A PT THEREOF OF ANY BUILDING OR BUILDINGS WHICH ARE NOW OR MAY HEREAFTER BE ERECTED ON THE LANDS KNOWN AS PCL 2664, SEC L TORONTO, CONTIGUOUS WITH THE SAID WLY WALL OR ANY PT THEREOF; 2. T/W THE RIGHT TO MAINTAIN THE WLY WALL OF THE BRICK STORE BUILDINGS (INCLUDING THE FOOTINGS THEREOF) SITUATE ON THE LANDS IN THE ABOVE PCL OVER THE LANDS IMMEDIATELY ADJOINING TO THE W OF THESE LANDS IN THE POSITION NOW OCCUPIED BY THE SAID WLY WALL; THE OWNER OR OWNERS FROM TIME TO TIME EITHER OF THE PARCELS AFOREMENTIONED MAY EXTEND THE SAID WLY WALL IN A NLY DIRECTION OR ADD TO THE HEIGHT THEREOF, AND MAY REBUILD THE SAME IN CASE OF THE PARTIAL OR TOTAL DESTRUCTION THEREOF AND WHEN ALL OR ANY PORTION OF THE SAID WLY WALL INCLUDING ANY EXT THEREOF AND ADDITION THERETO, SHALL BE USED BY SUCH AN OWNER OR OWNERS BY WHOM OR BY ANY OF WHOSE PREDECESSORS IN TITLE, THE PROPER SHARE OF THE COSTS OF CONSTRUCTION OF THE PORTION OF THE WALL SO USED WAS NOT PAID, HE, SHE OR THEY SHALL PAY TO THE PERSON OR PERSONS WHO CONSTRUCTED THE SAME OR TO HIS, OR THEIR HER, OR THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, ONE-HALF OF THE VALUE AT THE TIME OF SUCH USE AND THEREAFTER ONE-HALF OF THE COST OF MAINTENANCE OF THE WHOLE THICKNESS OF THE PORTION OF SUCH WALL SO USED BY HIM, HER OR THEM, AND THE SUM SO TO BE PAID SHALL, UNTIL PAID, REMAIN A CHARGE UPON THE LAND OF THE PERSON OR PERSONS LIABLE TO PAY THE SAME. AND IT IS AGREED THAT THE COVENANTS HEREIN CONTAINED SHALL RUN WITH THE LAND, BUT NO COVENANT HEREIN

CONTAINED SHALL BE PERSONALLY BINDING ON ANY PERSON EXCEPT IN RESPECT OF BREACHES, DURING HIS, HER OR THEIR SEISEN OR TITLE TO THE SAID LANDS; AND IT IS FURTHER AGREED THAT WHENEVER THE SAID WLY WALL SHALL BE EXTENDED IN HEIGHT THE CHIMNEYS, IF ANY, PREVIOUSLY BUILT IN SUCH WALL SHALL BE CARRIED UP TO A PROPER HEIGHT AND ANY INJURY CAUSED BY SUCH EXT SHALL BE MADE GOOD AND SUCH EXT OF THE WALL AND CHIMNEYS SHALL BE AT THE EXPENSE OF THE PARTY MAKING THE EXT. AND IT IS AGREED THAT IF THE PARTIES CANNOT AGREE AS TO ANY VALUE ABOVE MENTIONED, THE AMOUNT THEREOF SHALL BE REFERRED TO THREE DISINTERESTED PERSONS AS VALUATORS OF WHOM THE OWNER OR OWNERS FROM TIME TO TIME OF EACH OF THE SAID PARCELS SHALL APPOINT ONE AND THESE TWO VALUATORS SHALL APPOINT A THIRD AND THE DECISION OF THE THREE SAID VALUATORS OR OF ANY TWO OF THEM IN WRITING UNDER THEIR HANDS SHALL BE BINDING ON THE PARTIES HERETO, THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS; AND IT IS FURTHER AGREED THAT ANY REPAIRS, ADDITIONS OR EXTENSIONS TO THE SAID WLY WALL SHALL BE OF GOOD MATERIALS AND WORKMANSHIP AND WHEN BUILT SHALL BE AND REMAIN A PARTY WALL; 3. S/T A FREE AND UNINTERRUPTED ROW FOR THE USE OF THE OWNER OF PARCELS 2664, SEC L TORONTO, 3887, SEC K TORONTO AND 1-1-A, SEC M256, THEIR HEIRS AND ASSIGNS, INGRESS AND EGRESS FOR PERSONS, ANIMALS AND VEHICLES, THROUGH OVER AND ALONG THOSE PARTS OF LOTS 1 AND 2 ON PL M380, DESCRIBED AS FOLLOWS: COMM AT A POINT IN THE NLY LIMIT OF LT 1, 1 FT 6 3/4 INCHES WLY FROM THE N ELY ANGLE OF LT 1; THENCE SLY ALONG A LINE, WHICH IF PRODUCED WOULD INTERSECT THE S LIMIT OF LT 2 AT A POINT 5 FT ELY FROM THE SW ANGLE OF LT 2, 17 FT 11 INCHES MORE OR LESS TO A LINE DRAWN PARALLEL TO THE N LIMIT OF EGLINTON AV AS WIDENED FROM A POINT IN THE W LIMIT OF LT 1 DISTANT 96 FT NLY FROM THE N LIMIT OF EGLINTON AV AS WIDENED; THENCE N ELY IN A STRAIGHT LINE 19 FT 6 INCHES TO THE INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NLY LIMIT OF LT 2 AND DISTANT 16 FT 01/2 INCH ELY FROM THE N WLY ANGLE THEREOF TO A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED 25 FT ELY FROM ITS INTERSECTION WITH THE WLY LIMIT OF LT 2, THE SAID POINT BEING 10 FT 6 INCHES MORE OR LESS SLY ON THE SAID LINE FROM THE SAID NLY LIMIT OF LT 2; THENCE ELY PARALLEL TO THE SAID NLY LIMIT OF LT 2, 22 FT 3 1/2 INCHES MORE OR LESS TO THE INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED 78 FT 10 INCHES WLY FROM THE SE ANGLE OF LT 3 ON SAID PL TO A POINT IN THE N LIMIT OF LT 2, 80 FT 6 3/4 INCHES WLY FROM THE NE ANGLE OF LT 3; THENCE NLY ALONG THE SAID LAST MENTIONED LINE 10 FT 6 INCHES MORE OR LESS TO THE NLY LIMIT OF LT 2; THENCE WLY ALONG THE NLY LIMIT OF LOTS 2 AND 1, 39 FT 7 1/2 INCHES MORE OR LESS TO THE POC AS IN LT346559; 4. T/W A FREE AND UNINTERRUPTED ROW, INGRESS AND EGRESS, FOR PERSONS, ANIMALS AND VEHICLES, THROUGH, ALONG AND OVER THOSE PARTS OF LOTS 1 AND 2 BLK 'A', PL M256, DESCRIBED AS FOLLOWS: COMM AT A POINT IN THE E LIMIT OF

LT 1, 96 FT NLY THEREON FROM THE NLY LIMIT OF EGLINTON AV AS WIDENED BY BY-LAW 11494; THENCE WLY PARALLEL TO THE SAID NLY LIMIT OF EGLINTON AV AS WIDENED 125 FT; THENCE NLY PARALLEL TO THE E LIMIT OF LT 1, 12 FT; THENCE ELY PARALLEL TO THE SAID NLY LIMIT OF EGLINTON AV AS WIDENED 125 FT TO THE SAID E LIMIT OF LT 1; THENCE SLY ALONG THE SAID E LIMIT 12 FT TO THE POC; PROVIDED THAT THE PROJECTIONS, INCLUDING THE PROJECTION OF THE SECOND STOREY OF THE BUILDING SITUATE ON PCL 1-1-A, SEC M256, EXISTING ON THIS DATE AND A FIRE ESCAPE TO BE ERECTED IN CONNECTION THEREWITH, OVER THE SAID ROW OR ANY PT THEREOF SHALL BE DEEMED NOT TO BE AN ENCROACHMENT UPON THE SAID ROW; 5. T/W A FREE AND UNINTERRUPTED ROW, INGRESS AND EGRESS, FOR PERSONS ANIMALS AND VEHICLES, THROUGH, ALONG AND OVER THOSE PARTS OF LOTS 1 AND 2 ON PL M380, DESCRIBED AS FOLLOWS: COMM AT A POINT IN THE WLY LIMIT OF SAID LT 1 DISTANT 96 FT NLY THEREON FROM EGLINTON AV AS WIDENED UNDER BY-LAW 11494; THENCE NLY ALONG THE SAID WLY LIMIT OF LT 1, 18 FT MORE OR LESS TO THE N WLY ANGLE THEREOF; THENCE ELY ALONG THE NLY LIMIT OF LT 1, 48 FT 5 1/4 INCHES MORE OR LESS TO A POINT 1 FT 6 3/4 INCHES WLY THEREON FROM THE NE ANGLE OF LT 1; THENCE SLY ALONG A LINE, WHICH IF PRODUCED WOULD INTERSECT THE S LIMIT OF LT 2 AT A POINT THEREIN DISTANT 5 FT ELY FROM THE SW ANGLE OF LT 2, A DISTANCE OF 17 FT 11 INCHES MORE OR LESS TO A LINE DRAWN PARALLEL TO THE N LIMIT OF EGLINTON AV AS WIDENED FROM THE POC; THENCE WLY ALONG THE SAID MENTIONED LINE 49 FT 4 3/4 INCHES MORE OR LESS TO THE POC; 6. T/W A FREE AND UNINTERRUPTED ROW OVER THE WLY 4 FT 6 INCHES OF LT 90 AND THE ELY 5 FT 6 INCHES OF LT 91 ON PL M512; 7. S/T THE RIGHT OF THE OWNER OF PCL 2664, SEC L TORONTO, TO USE (FOR THE PURPOSE OF ACCESS AND INGRESS TO AND EGRESS FROM THE LANDS COMPRISED IN SAID PCL 2664 OR ANY PT THEREOF, AND/OR THE BUILDINGS THEREON AND FOR THE TURNING OF VEHICLES USING THE ROW 3RDLY, 4THLY, 5THLY AND 6THLY ABOVE DESCRIBED) THE SPACE AT THE REAR OF THE BUILDINGS NOW SITUATED UPON THE LANDS COMPRISED IN ABOVE PCL EXTENDING NLY FROM THE NLY LIMIT AND ITS PRODUCTION ELY AND WLY OF THE SAID BUILDINGS TO THE SLY LIMIT OF THE SAID ROW 3RDLY, 4THLY, 5THLY AND 6THLY. PROVIDED ALWAYS THAT THE RIGHTS THEREBY GRANTED SHALL BE EXERCISED IN SUCH MANNER AS NOT UNREASONABLY TO INTERFERE WITH THE REASONABLE AND PROPER USE OF THE SPACE AT THE REAR OF THE RESPECTIVE BUILDINGS AFORESAID BY THE OWNER AND/OR ANY TENANT OR OCCUPANT OF ANY OF THE SAID BUILDINGS RESPECTIVELY AND/OR BY PERSONS HAVING DEALINGS WITH SUCH OWNER AND/OR ANY SUCH TENANT OR OCCUPANT AS IN LT350268; 8. T/W THE RIGHT TO USE (FOR THE PURPOSE OF ACCESS AND INGRESS TO AND EGRESS FROM THE LANDS COMPRISED IN PCL 2665, SEC L TORONTO, OR ANY PT THEREOF AND/OR THE BUILDINGS THEREON FOR THE TURNING OF VEHICLES USING THE ROW DESCRIBED IN THE ABOVE 3RDLY, 4THLY, 5THLY AND 6THLY) THE SPACE AT THE REAR OF THE BUILDINGS NOW SITUATED UPON THE LANDS COMPRISED

IN PCL 2664, SEC L TORONTO, EXTENDING NLY FROM THE NLY LIMIT OF THE SAID BUILDINGS TO THE SLY LIMIT OF THE SAID ROW DESCRIBED IN THE SAID 3RDLY, 4THLY, 5THLY AND 6THLY. PROVIDED ALWAYS THAT THE RIGHTS THEREBY GRANTED SHALL BE EXERCISED IN SUCH MANNER AS NOT UNREASONABLY TO INTERFERE WITH THE REASONABLE THE AND PROPER USE OF THE SPACE AT THE REAR OF THE RESPECTIVE BUILDINGS AFORESAID BY THE OWNER AND/OR ANY TENANT OR OCCUPANT OF ANY OF THE SAID BUILDINGS RESPECTIVELY AND/OR BY PERSONS HAVING DEALINGS WITH SUCH OWNER AND/OR ANY SUCH TENANT OR OCCUPANT; TORONTO ; SUBJECT TO A TEMPORARY EASEMENT AS SET OUT IN EXPROPRIATION PLAN AS IN AT4214429; CITY OF TORONTO

Address: 350 Eglinton Avenue, West, Toronto, Ontario

2. PIN: 21169-0183 (LT)

Description: PCL 1-2 SEC M380; PT LT 1 PL M380 TORONTO; PT LT 2 PL M380 TORONTO COMM AT THE S WLY ANGLE OF SAID LT 1; THENCE ELY ALONG THE SLY LIMITS OF LOTS 1 AND 2 - 55 FT MORE OR LESS TO A POINT IN THE SAID SLY LIMIT OF SAID LT 2 DISTANT 5 FT MEASURED ELY THEREON FROM THE S WLY ANGLE OF SAID LT 2; THENCE NLY IN A STRAIGHT LINE 113 FT 5 3/4 INCHES MORE OR LESS TO A POINT IN THE NLY LIMIT OF SAID LT 1 DISTANT 1 FT 6 3/4 INCHES MEASURED WLY THEREON FROM THE N ELY ANGLE OF SAID LT; THENCE WLY ALONG THE NLY LIMIT OF SAID LT 1 - 48 FT 5 1/4 INCHES MORE OR LESS TO THE N WLY ANGLE OF SAID LT; THENCE SLY ALONG THE WLY LIMIT OF SAID LT 1 -114 FT MORE OR LESS TO THE POC; S/T LT345020; T/W LT345020; S/T LT346559; T/W LT346559 (S/T LT263283); S/T LT350268; T/W LT350268; TORONTO ; SUBJECT TO A TEMPORARY EASEMENT AS SET IN EXPROPRIATION PLAN AS IN AT4214430; CITY OF TORONTO

Address: 356 Eglinton Avenue, West, Toronto, Ontario

3. PIN: 21169-0182 (LT)

Description: PCL 1-3-A SEC M256; PT LT 1 BLK A PL M256 TORONTO COMM AT A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED BY BY-LAW # 11494 OF THE CORPORATION OF THE CITY OF TORONTO AT THE INTERSECTION WITH THE ELY LIMIT OF THE SAID LT 1. THENCE WLY ALONG THE SAID NLY LIMIT OF EGLINTON AV 34 FT 6 1/2 INCHES MORE OR LESS TO THE INTERSECTION WITH THE PRODUCTION SLY OF THE CENTRE LINE OF THE PARTY WALL BTN THE BUILDINGS ERECTED ON THESE LANDS AND ON LAND LYING WLY AND ADJACENT THERETO. THENCE NLY ALONG THE SAID PRODUCTION TO AND ALONG THE SAID CENTRE LINE OF WALL AND ITS PRODUCTION NLY IN ALL 96 FT. THENCE ELY PARALLEL TO THE SAID NLY LIMIT OF EGLINTON AV 34 FT 6 1/2 INCHES TO THE INTERSECTION WITH THE SAID ELY LIMIT OF LT 1. THENCE SLY ALONG THE SAID ELY LIMIT OF LT 1, 96

FT TO THE FRONT OF COMMENCEMENT; T/W A ROW OVER PARTS OF LOTS 1 AND 2 IN BLK A ON PL M256; COMM AT A POINT IN THE ELY LIMIT OF LT 1 DISTANT 96 FT MEASURED NLY THEREON FROM THE SAID NLY LIMIT OF EGLINTON AV AS WIDENED. THENCE WLY PARALLEL TO THE SAID NLY LIMIT OF EGLINTON AV AS WIDENED 125 FT. THENCE NLY PARALLEL TO THE SAID ELY LIMIT OF LT 1, 12 FT. THENCE ELY PARALLEL TO THE NLY LIMIT OF EGLINTON AV 125 FT TO ITS INTERSECTION WITH THE SAID ELY LIMIT OF LT 1. THENCE SLY ALONG THE SAID ELY LIMIT OF LT 1, 12 FT TO THE POC. PROVIDED THAT THE PROJECTIONS INCLUDING THE PROJECTIONS OF THE SECOND STORY OF THE BUILDING SITUATE ON THE LANDS DESCRIBED IN PCL 3021 SEC K TORONTO EXISTING AT THIS DATE JULY 5, 1943 T/W THE FIRE ESCAPE ERECTED IN CONNECTION HEREWITH OVER THE SAID ROW OR ANY PT THEREOF SHALL BE DEEMED NOT TO BE AN ENCROACHMENT UPON THE SAID ROW; T/W A ROW OVER THAT PT OF LT 125 ON PL M512; COMM AT A POINT IN THE ELY LIMIT OF LT 125 DISTANT 96 FT MEASURED NLY THEREON FROM THE SE ANGLE OF SAID LT. THENCE WLY PARALLEL TO THE SLY LIMIT OF SAID LT 22 FT 4 INCHES MORE OR LESS TO A POINT 77 FT 8 INCHES MEASURED ELY FROM THE WLY LIMIT OF LT 124 ON SAID PL. THENCE NLY IN A STRAIGHT LINE 14 FT MORE OR LESS TO A POINT IN THE NLY LIMIT OF THE SAID LT 125 DISTANT 77 FT 8 INCHES MEASURED ELY THEREON FROM THE NW ANGLE OF LT 124. THENCE ELY ALONG THE NLY LIMIT OF LT 125, 22 FT 4 INCHES MORE OR LESS TO THE NE ANGLE THEREOF. THENCE SLY ALONG THE ELY LIMIT OF LT 125 A DISTANCE OF 14 FT MORE OR LESS TO THE POB; T/W A ROW OVER THE WLY 4 FT 6 INCHES OF LT 90 AND THE ELY 5 FT 6 INCHES OF LT 91 ON PL M512; T/W A ROW OVER PARTS OF LOTS 1 AND 2 ON PL M380; COMM AT A POINT IN THE WLY LIMIT OF LT 1 DISTANT 96 FT NLY THEREON FROM EGLINTON AV AS WIDENED BY BY-LAW # 11494. THENCE NLY ALONG THE SAID WLY LIMIT OF LT 1,18 FT MORE OR LESS TO THE N WLY ANGLE THEREOF. THENCE ELY ALONG THE NLY LIMIT OF LT 1, 48 FT 5 1/4 INCHES MORE OR LESS TO A POINT 1 FT 6 3/4 INCHES WLY THEREON FROM THE NE ANGLE OF SAID LT 1. THENCE SLY ALONG A LINE WHICH IF PRODUCED WOULD INTERSECT THE S LIMIT OF LT 2 AT A POINT THEREIN DISTANT 5 FT ELY FROM THE SW ANGLE OF LT 2 A DISTANCE OF 17 FT 11 INCHES MORE OR LESS TO A LINE DRAWN PARALLEL TO THE N LIMIT OF EGLINTON AV AS WIDENED FROM THE POC. THENCE WLY ALONG THE SAID MENTIONED LINE 49 FT 4 3/4 INCHES MORE OR LESS TO THE POC; T/W A ROW OVER PARTS OF LOTS 1 AND 2 ON PL M380; COMM AT A POINT IN THE NLY LIMIT OF LT 1 DISTANT 1 FT 6 3/4 INCHES WLY THEREON FROM THE N ELY ANGLE OF LT 1. THENCE SLY ALONG A LINE WHICH IF PRODUCED WOULD INTERSECT THE S LIMIT OF LT 2 AT A POINT THEREON 5 FT ELY FROM THE SW ANGLE OF LT 2 AT A DISTANCE OF 17 FT 11 INCHES MORE OR LESS TO A LINE DRAWN PARALLEL TO THE N LIMIT OF EGLINTON AV AS WIDENED FROM A POINT IN THE W LIMIT OF LT 1 DISTANT 96 FT NLY FROM THE N LIMIT OF EGLINTON AV AS WIDENED. THENCE N ELY IN A STRAIGHT LINE 19 FT 6 INCHES TO THE INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NLY LIMIT OF LT 2 AND DISTANT 16 FT 1/2 AN INCH MEASURED ELY THEREON FROM THE N

WLY ANGLE THEREOF TO A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED, DISTANT 25 FT MEASURED ELY THEREON FROM ITS INTERSECTION WITH THE WLY LIMIT OF LT 2, THE SAID POINT BEING DISTANT 10 FT 6 INCHES MORE OR LESS MEASURED SLY ON THE SAID LINE FROM THE SAID NLY LIMIT OF LT 2. THENCE ELY PARALLEL TO THE SAID NLY LIMIT OF LT 2, 22 FT 3 1/2 INCHES MORE OR LESS TO THE INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED DISTANT 78 FT 10 INCHES MEASURED WLY FROM THE SE ANGLE OF LT 3 ON SAID PL TO A POINT IN THE N LIMIT OF SAID LT 2 DISTANT 80 FT 6 3/4 INCHES MEASURED WLY THEREON FROM THE NE ANGLE OF LT 3. THENCE NLY ALONG THE SAID LAST MENTIONED LINE 10 FT 6 INCHES MORE OR LESS TO THE NLY LIMIT OF LT 2. THENCE WLY ALONG THE NLY LIMIT OF SAID LT 2 AND 1, 39 FT 7 1/2 INCHES MORE OR LESS TO THE POC; CITY OF TORONTO

Address: 366 Eglinton Avenue West, Toronto, Ontario

4. PIN: 21169-0181 (LT)

Description: PCL 1-1-A SEC M256; PT LT 1 N/S EGLINTON AV BLK A PL M256 TORONTO; PT LT 2 N/S EGLINTON AV BLK A PL M256 TORONTO COMM AT A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED BY BY-LAW 11494 DISTANT 34 FT 6 1/2 INCHES MORE OR LESS WLY FROM ITS INTERSECTION WITH THE E LIMIT OF SAID LT 1; THENCE WLY ALONG SAID NLY LIMIT OF EGLINTON AV A DISTANCE OF 90 FT 5 1/2 INCHES MORE OR LESS TO A POINT; THENCE NLY PARALLEL TO THE LINE BTN SAID LOTS 1 AND 2 A DISTANCE OF 109 FT 11 INCHES MORE OR LESS TO A POINT DISTANT 120 FT NLY FROM THE SLY LIMIT OF SAID LT 2; THENCE ELY PARALLEL WITH THE SAID S LIMITS OF SAID LOTS 1 AND 2 A DISTANCE OF 125 FT MORE OR LESS TO THE E LIMIT OF SAID LT 1; THENCE SLY ALONG THE LAST MENTIONED LIMIT A DISTANCE OF 13 FT 11 INCHES MORE OR LESS TO A POINT; THENCE WLY PARALLEL TO THE SAID NLY LIMIT OF EGLINTON AV A DISTANCE OF 34 FT 6 1/2 INCHES MORE OR LESS TO ITS INTERSECTION WITH THE PRODUCTION NLY OF THE CENTRE LINE OF THE PARTY WALL BTN THE BUILDINGS ERECTED ON THIS LAND AND ON LAND LYING ELY AND ADJACENT THERETO; THENCE SLY ALONG SAID PRODUCTION TO AND ALONG SAID CENTRE LINE OF WALL AND ITS PRODUCTION SLY IN ALL 96 FT MORE OR LESS TO THE POC; S/T A FREE AND UNINTERRUPTED ROW INGRESS AND EGRESS FOR PERSONS, ANIMALS AND VEHICLES THROUGH, ALONG AND UPON THAT CERTAIN PCL OF LAND DESCRIBED AS FOLLOWS: PARTS OF LOTS 1 AND 2 ON BLK A ON PL M256 AS FOLLOWS: COMM AT A POINT IN THE E LIMIT OF LT 1, 96 FT NLY FROM THE NLY LIMIT OF EGLINTON AV AS WIDENED BY BY-LAW 11494; THENCE WLY PARALLEL TO THE SAID NLY LIMIT OF EGLINTON AV AS WIDENED 125 FT; THENCE NLY PARALLEL TO THE E LIMIT OF LT 1, 12 FT; THENCE ELY PARALLEL TO THE SAID NLY LIMIT OF EGLINTON

AV AS WIDENED 125 FT TO THE E LIMIT OF LT 1; THENCE SLY ALONG THE SAID E LIMIT 12 FT TO THE POC; PROVIDED THAT THE PROJECTIONS INCLUDING THE PROJECTION OF THE SECOND STOREY BUILDINGS SITUATE ON THE ABOVE PCL EXISTING ON THIS DATE AND A FIRE ESCAPE TO BE ERECTED IN CONNECTION THEREWITH OVER THE SAID ROW OR ANY PT THEREOF SHALL BE DEEMED NOT TO BE AN ENCROACHMENT UPON THE SAID ROW; T/W A FREE AND UNINTERRUPTED ROW, INGRESS AND EGRESS, FOR PERSONS, ANIMALS AND VEHICLES THROUGH, ALONG AND OVER THAT PT OF LT 125 ON PL M512 (BOROUGH OF E YORK) DESCRIBED AS FOLLOWS: COMM AT A POINT IN THE ELY LIMIT OF LT 125 DISTANT 96 FT NLY FROM THE SE ANGLE OF SAID LT; THENCE WLY PARALLEL TO THE SLY LIMIT OF SAID LT, 22 FT 4 INCHES MORE OR LESS TO A POINT 77 FT 8 INCHES ELY FROM THE WLY LIMIT OF LT 124 ON SAID PL; THENCE NLY IN A STRAIGHT LINE 14 FT MORE OR LESS TO A POINT IN THE NLY LIMIT OF LT 125, 77 FT 8 INCHES ELY FROM THE NW ANGLE OF SAID LT 124; THENCE ELY ALONG THE NLY LIMIT OF LT 125, 22 FT 4 INCHES MORE OR LESS TO THE N ELY ANGLE THEREOF; THENCE SLY ALONG THE ELY LIMIT OF LT 125, 14 FT MORE OR LESS TO THE POB; T/W A FREE AND UNINTERRUPTED ROW INGRESS AND EGRESS, FOR PERSONS, ANIMALS AND VEHICLES THROUGH ALONG AND OVER PT OF LOTS 1 AND 2 ON PL M380 (CITY OF TORONTO) DESCRIBED AS FOLLOWS: COMM AT A POINT IN THE WLY LIMIT OF LT 1, 96 FT MEASURED NLY THEREON FROM EGLINTON AV AS WIDENED UNDER BY-LAW # 11494; THENCE NLY ALONG THE SAID WLY LIMIT OF LT 1, 18 FT MORE OR LESS TO THE N WLY ANGLE THEREOF; THENCE ELY ALONG THE NLY LIMIT OF SAID LT 1, 48 FT 5 1/4 INCHES MORE OR LESS TO A POINT 1 FT 6 3/4 INCHES WLY FROM THE NE ANGLE OF LT 1; THENCE SLY ALONG A LINE WHICH IF PRODUCED WOULD INTERSECT THE S LIMIT OF LT 2 AT A POINT 5 FT ELY FROM THE SW ANGLE OF LT 2 A DISTANCE OF 17 FT 11 INCHES MORE OR LESS TO A LINE DRAWN PARALLEL TO THE N LIMIT OF EGLINTON AV AS WIDENED FROM THE POC; THENCE WLY ALONG THE SAID MENTIONED LINE 49 FT 4 3/4 INCHES MORE OR LESS TO THE POC; T/W A FREE AND UNINTERRUPTED ROW INGRESS AND EGRESS FOR PERSONS, ANIMALS AND VEHICLES THROUGH OVER AND ALONG THOSE PARTS OF LOTS 1 AND 2 ON PL M380 (CITY OF TORONTO) DESCRIBED AS FOLLOWS: COMM AT A POINT IN THE NLY LIMIT OF LT 1, 1 FT 6 3/4 INCHES WLY THEREON FROM THE N ELY ANGLE OF LT 1; THENCE SLY ALONG A LINE WHICH IF PRODUCED WOULD INTERSECT THE S LIMIT OF LT 2 AT A POINT THEREIN 5 FT ELY FROM THE SW ANGLE OF LT 2, 17 FT 11 INCHES MORE OR LESS TO A LINE DRAWN PARALLEL TO THE N LIMIT OF EGLINTON AV AS WIDENED FROM A POINT IN THE W LIMIT OF LT 1, 96 FT NLY FROM THE N LIMIT OF EGLINTON AV AS WIDENED; THENCE N ELY IN A STRAIGHT LINE 19 FT 6 INCHES TO THE INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NLY LIMIT OF LT 2 AND DISTANT 16 FT 1/2 INCH ELY THEREON FROM THE N WLY ANGLE THEREOF TO A POINT IN THE NLY LIMIT OF EGLINTON AV

AS WIDENED DISTANT 25 FT ELY THEREON FROM ITS INTERSECTION WITH THE WLY LIMIT OF LT 2; THE SAID POINT BEING 10 FT 6 INCHES MORE OR LESS SLY ON THE SAID LINE FROM THE SAID NLY LIMIT OF LT 2; THENCE ELY PARALLEL TO THE SAID NLY LIMIT OF LT 2, 22 FT 3 1/2 INCHES MORE OR LESS TO THE INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NLY LIMIT OF EGLINTON AV AS WIDENED 78 FT 10 INCHES WLY FROM THE SE ANGLE OF LT 3 ON SAID PL TO A POINT IN THE N LIMIT OF LT 2 DISTANT 80 FT 6 3/4 INCHES WLY THEREON FROM THE NE ANGLE OF LT 3; THENCE NLY ALONG THE SAID LAST MENTIONED LINE 10 FT 6 INCHES MORE OR LESS TO THE NLY LIMIT OF LT 2; THENCE WLY ALONG THE NLY LIMIT OF LOTS 2 AND 1, 39 FT 7 1/2 INCHES MORE OR LESS TO THE POC; TORONTO , CITY OF TORONTO

Address: 368, 378 Eglington Avenue West, Toronto, Ontario

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that TDB Restructuring Limited , the receiver (the **"Receiver"**) of (i) the real property legally described in Schedule "A" hereto (the "**Real Property**"), and (ii) all of the assets and undertakings of 1000195736 Ontario Ltd. ("**736 Ont**"), 1000193772 Ontario Ltd. ("**772 Ont**"), and Morgis Corporation ("**Morgis** and collectively with 736 Ont and 772 Ont, the **"Debtors"**) acquired for, or used in relation to a business carried on the by the Debtors including all proceed thereof (the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 5th day of July, 2024 (the **"Order"**) made in an action having Court file number CV-24-00716381-00CL, 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 _____, 2024.

TDB Restructuring Limited, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

Court File No.:CV-24-00716381-00CL

1599285 ONTARIO LIMITED, et al. Applicants	- and -	**1000195736 ONTARIO LTD., et al.** Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPOINTING ORDER

RAR LITIGATION LAWYERS
Professional Corporation
1 West Pearce Street, Suite 505
Richmond Hill, Ontario
L4B 3K3

Ian Cantor
LSO No.: 30989I
Tel: 905-731-8100 ext. 227
icantor@rarlitigation.com

Sara Mosadeq
LSO No.: 67864K
Tel: 905-731-8100 ext. 213
sara@rarlitigation.com

Lawyers for the Applicants