

Court File No.: CV-17-11800-00CL

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

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

BETWEEN:

**TREZ CAPITAL LIMITED PARTNERSHIP,
TREZ CAPITAL (2011) CORPORATION and
COMPUTERSHARE TRUST COMPANY OF CANADA**

Applicants

-and-

2481043 ONTARIO INC.

Respondent

APPLICATION RECORD

May 19, 2017

ROBINS APPLEBY LLP
Barristers + Solicitors
2600 - 120 Adelaide Street West
Toronto, ON M5H 1T1

Dominique Michaud LSUC No.: 56871V
dmichaud@robapp.com
Tel: (416) 360-3795

Ellad Gersh LSUC No.: 58579S
egersh@robapp.com
Tel: (416) 360-3740
Fax: (416) 868-0306

Lawyers for the Applicants

TO: 2481043 ONTARIO INC.
1450 Don Mills Road
Toronto, ON M3B 2X7

AND TO: NORSTAR INVESTMENT CONSORTIUM INC.
408-3550 Victoria Park Avenue
Toronto, ON M2H 2N5

AND TO: ONTARIO INTERNATIONAL COLLEGE INC.
COLLEGE INTERNATIONAL DE L'ONTARIO INC.
16 Wellesbourne Crescent
Toronto, ON M2H 1Y7

INDEX

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2481043 ONTARIO INC.

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TAB 1

AMENDED THIS May 16/17 PURSUANT TO
MODIFIÉ CE _____ CONFORMÉMENT À _____
 RULE/LA RÈGLE 26.02 (A)

Court File No.: CV-17-11800-00CL

THE ORDER OF _____ **ONTARIO**
L'ORDONNANCE DU _____ **SUPERIOR COURT OF JUSTICE**
DATED / FAIT LE _____ **(COMMERCIAL LIST)**

.....
RÉGISISTRAR / GREFFIER
SUPERIOR COURT OF JUSTICE / COUR SUPÉRIEURE DE JUSTICE

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

BETWEEN:

**TREZ CAPITAL LIMITED PARTNERSHIP,
TREZ CAPITAL (2011) CORPORATION and
COMPUTERSHARE TRUST COMPANY OF CANADA**

Applicants

-and-

2481043 ONTARIO INC.

Respondent

AMENDED NOTICE OF APPLICATION

TO THE RESPONDENT(S):

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


THIS APPLICATION will come on for a hearing on a date to be fixed by the Court, at the Ontario Superior Court of Justice, 330 University Avenue, Toronto, Ontario.

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 12, 2017

Issued by: C. IRWING 

Address of court office: 330 University Avenue
7th Floor
Toronto, ON M5G 1R7

TO: 2481043 ONTARIO INC.
1450 Don Mills Road
Toronto, ON M3B 2X7

AND TO: NORSTAR INVESTMENT CONSORTIUM INC.
408-3550 Victoria Park Avenue
Toronto, ON M2H 2N5

AND TO: ONTARIO INTERNATIONAL COLLEGE INC.
COLLEGE INTERNATIONAL DE L'ONTARIO INC.
16 Wellesbourne Cres
Toronto, ON M2H 1Y7

APPLICATION

The Applicants, Trez Capital Limited Partnership ("TCLP"), Trez Capital (2011) Corporation ("Trez") and Computershare Trust Company of Canada ("Computershare") make an application for:

- (a) an Order abridging the time for service of the Notice of Application and the Application Record herein and dispensing with further service thereof;
- (b) an Order appointing MNP Ltd. (the "Receiver") as the receiver and manager in respect of all of 2481043 Ontario Inc.'s (hereinafter referred to as "248co" or the "Borrower") assets, undertakings and properties pursuant to Section 101 of the *Courts of Justice Act* (the "CJA") and Section 243 of the *Bankruptcy and Insolvency Act* (the "BIA");
- (c) an Order approving the terms and conditions of sale as set out in the Receiver's Pre-Filing Report (the "Sale Process");
- (d) an Order sealing Confidential Appendices to the Receiver's Pre-Filing Report;
- (e) costs of this Application on a full indemnity basis or alternatively on a substantial indemnity basis; and
- (f) such further and other relief this Honourable Court may deem just.

The grounds for this application are:

- (a) TCLP is a limited partnership that carries on business as a commercial mortgage

- lender;
- (b) Trez is a British Columbia corporation and is the general partner of TCLP. Trez has an office located in Toronto, Ontario;
 - (c) Computershare is a Canadian corporation. Computershare holds the mortgage referred to herein as the custodian for Trez;
 - (d) TCLP, Trez and Computershare shall hereinafter be referred to collectively as the "Lender";
 - (e) The Borrower is an Ontario corporation. The Borrower is the registered owner of the property comprising of a 165,000 square foot commercial office building located on approximately 4.8 acres at 1450 Don Mills Road in the City of Toronto, Ontario legally described at Schedule "A" hereto (the "Property");
 - (f) Norstar Investment Consortium Inc. ("Norstar") owns the shares of the Borrower and is the beneficial owner of the Property;
 - (g) The Property, previously owned by Global Mills Inc. ("Global Mills"), was purchased in April 2015 by 248co, then wholly owned by Trez Real Estate Operating Partnership ("Trez Real Estate"), by Court approved credit bid in the receivership proceeding bearing Court File No. CV-14-10493-00CL;
 - (h) In September 2015, the Lender financed 248co's acquisition of the Property (the "Loan") and 248co mortgaged the Property in favour of the Lender to secure payment of the principal sum of \$30,000.000 (the "Charge");

- (i) Norstar acquired beneficial ownership of the Property in January 2016, pursuant to a share purchase agreement in which it purchased from Trez Real Estate, all of the issued and outstanding shares of 248co (the "Share Purchase Agreement");
- (j) Upon acquiring the Property and as contemplated by the Share Purchase Agreement, the parties amended the terms of the Charge to *inter alia* reflect the principal amount outstanding thereunder as ~~\$24,300,000.00~~ \$23,400,000.00;
- (k) By Guarantee and Postponement of Claim dated February 4, 2016, Ontario International College Inc./College International de L'Ontario Inc. (hereinafter referred to as the "Guarantor") guaranteed the Loan;
- (l) On October 5, 2016 and as a result of several events of default under the Loan, the parties agreed to and executed a Forbearance Agreement which *inter alia* required the Borrower and Norstar to:
 - (i) comply with a payment schedule to remedy defaults with respect to property taxes in arrears (the "Property Tax Payment Schedule");
 - (ii) provide the Lender with additional security on the Loan, including an agreement further amending the terms of the Charge (the "October 2016 Amending Agreement"), a Notice of Assignment of Rents and a General Security Agreement (collectively, the "Additional Security");
 - (iii) agree to pay the Lender an amount equal to any realty tax rebate for the 2015 taxation year (the "Tax Rebate") received by the Borrower, immediately after it is received by the Borrower;
 - (iv) agree not to commit or permit any further breach of the terms of the Loan, the Forbearance Agreement or the Additional Security; and
 - (v) agree that upon any further event of default, the Lender would have the right to *inter alia* immediately appoint a Receiver by the Court;

- (m) The Borrower defaulted on the Forbearance Agreement in failing to comply with the Property Tax Payment Schedule (which default is outstanding) and failing to make ongoing monthly interest payments on a timely basis. These events of default also constituted events of default under the Charge and the Additional Security (collectively, the "Events of Default");
- (n) The Borrower failed to pay to the Lender the Tax Rebate of \$128,403.09 that was applied by the City of Toronto to reduce the outstanding balance of the property taxes in arrears on the Property;
- (o) As of May 10, 2017, the Lender was owed \$22,475,684.94, plus per diem interest of \$3,068.49, plus any unbilled disbursements in respect of the Loan, which amount does not include the amount of the Tax Rebate of \$128,403.09 also owing from the Borrower to the Lender;
- (p) There are no encumbrances registered on title to the Property other than the Charge and related security documents described above;
- (q) The Lender effected a registration pursuant to the *Personal Property Security Act* (the "PPSA"), with respect to all security relating to the Property. There are no prior or subsequent registrations to the Lender's registration;
- (r) There are no executions registered against the Borrower;
- (s) The Lender has a contractual right to appoint a Receiver upon default by the Borrower, pursuant to the Forbearance Agreement, the Charge and the Additional Security;

- (t) The Receiver has consented to its Court appointment and recommended the Sale Process as reasonable;
- (u) The appointment of the Receiver is just and convenient in the circumstances;
- (v) Subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (w) Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C43, as amended;
- (x) Rules 1.04, 2.03, 3.02 and 38 of the *Rules of Civil Procedure* R.R.O. 1990 Reg.194 as amended; and
- (y) Such further and other grounds as the lawyers may advise.

The following documentary evidence will be used at the hearing of the Application:

- (a) the Affidavit of Philip Pincus;
- (b) the consent of the Receiver;
- (c) the Pre-Filing Report of the Receiver; and
- (d) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

May 12, 2017

ROBINS APPLEBY LLP
Barristers + Solicitors
2600 - 120 Adelaide Street West
Toronto, ON M5H 1T1

Dominique Michaud LSUC No.: 56871V
dmichaud@robapp.com
Tel: (416) 360-3795
Fax: (416) 868-0306

Ellad Gersh LSCU No.: 58579S
egersh@robapp.com
Tel: (416) 360-3740
Fax: (416) 868-0306

Lawyers for the Applicants

SCHEDULE "A"
LEGAL DESCRIPTION OF THE PROPERTY

PIN: 10117-0593 (LT)

Description: PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043;
TORONTO (N YORK), CITY OF TORONTO

TREZ CAPITAL LIMITED - and - 2481043 ONTARIO INC..
PARTNERSHIP, ET AL.

Applicants

Respondent

Court File No.: CV-17-11800-00CL

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

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

PROCEEDING COMMENCED AT TORONTO

AMENDED NOTICE OF APPLICATION

ROBINS APPELBY LLP

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

Dominique Michaud LSUC No.: 56871V

dmichaud@robapp.com

Tel: (416) 360-3795

Ellad Gersh LSUC No.: 58579S

egersh@robapp.com

Tel: (416) 360-3740

Fax: (416) 868-0306

Lawyers for the Applicants

TAB 2

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

IN THE MATTER OF Section 101 of the
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COMPUTERSHARE TRUST COMPANY OF CANADA**

Applicants

-and-

2481043 ONTARIO INC.

Respondent

AFFIDAVIT OF PHILIP PINCUS

I, **PHILIP PINCUS**, of the City of Vancouver, in the Province of British Columbia

MAKE OATH AND SAY:

1. I am the Director of Property Management for Trez Capital Limited Partnership ("**TCLP**"). As part of my role, I was involved in the monitoring of the Loan (described below) that is the subject matter of this proceeding. Therefore I have knowledge of the matters to which I depose.

The Parties

2. TCLP is a limited partnership that carries on business as a commercial mortgage lender.

3. Trez Capital (2011) Corporation ("**Trez**") is a British Columbia corporation and is the general partner of TCLP. Trez has an office located in Toronto, Ontario. A corporate profile report of Trez is attached as **Exhibit "A"**.

4. Computershare Trust Company of Canada ("**Computershare**") is a Canadian corporation. Computershare holds the mortgage referred to herein as the custodian for Trez.

5. TCLP, Trez and Computershare shall hereinafter be referred to collectively as the "**Lender**".

6. 2481043 Ontario Inc. ("**248co**" or the "**Borrower**") is an Ontario corporation. The Borrower is the registered owner of the Property (described below). A corporate profile report of the Borrower is attached as **Exhibit "B"**.

7. Norstar Investment Consortium Inc. ("**Norstar**") owns the shares of the Borrower and is the beneficial owner of the Property. A corporate profile report of Norstar is attached as **Exhibit "C"**.

The Property

8. The property is comprised of a three-storied, 165,000 square foot commercial office building (the "**Office Building**") located on approximately 4.8 acres at 1450 Don Mills Road in the City of Toronto, Ontario (the "**Property**"). The legal description of the Property is set out in the parcel attached as **Exhibit "D"**.

9. A small portion of the main floor of the Office Building (approximately 2000 square feet) is occupied by the Borrower and/or related persons or companies. The Office Building is otherwise vacant.

The Credit Bid and Charge

10. Prior to the Credit Bid described below, the Property was owned by Global Mills Inc. ("**Global Mills**").

11. By Order of the Ontario Superior Court of Justice (Commercial List) dated April 10, 2014 (the "**Appointment Order**") in the receivership proceeding bearing Court File No. CV-14-10493-00CL (the "**Global Mills Receivership Proceeding**"), Collins Barrow Toronto Limited ("**Collins Barrow**") was appointed receiver of Global Mills. A copy of the Appointment Order is attached as **Exhibit "E"**.

12. The Property was purchased by 248co, then wholly owned by Trez Real Estate Operating Company ("**TREOP**"), by Court approved credit bid in the Global Mills Receivership Proceeding (the "**Credit Bid**"). The Credit Bid, being the agreement of purchase and sale dated March 20, 2015 between Collins Barrow and TG Property Investments Inc. (a Trez company), was approved by Court Order of the Honourable Justice T. McEwen dated April 2, 2015 (the "**McEwen Order**"), a copy of which is attached as attached as **Exhibit "F"**.

13. In September 2015, the Lender financed 248co's acquisition of the Property (the "**Loan**"). By Charge/Mortgage registered on title to the Property on September 25, 2015 as Instrument No. AT4018127, 248co mortgaged the Property in favour of the Lender (the "**Charge**") to secure payment of the principal sum of \$30,000,000.00. A copy of the Charge is attached as **Exhibit "G"**.

The Share Purchase Agreement and January 2016 Amending Agreement

14. In January 2016 and pursuant to the Share Purchase Agreement (defined below), Norstar acquired beneficial ownership of the Property from TREOP.

15. By share purchase agreement executed in January 2016 between TREOP as Vendor, Norstar as Purchaser, 248co and Ontario International College Inc./ College International De L'Ontario Inc. ("**Ontario International**"), TREOP sold all of the issued and outstanding shares of 248co to Norstar (the "**Share Purchase Agreement**"). A copy of the Share Purchase Agreement is attached as **Exhibit "H"**.

16. By Agreement Amending Charge/Mortgage dated January 18, 2016 between 248co, the Lender and Ontario International, notice of which was registered on title to the Property as Instrument No. AT4139375, (the "**January 2016 Amending Agreement**") and as contemplated by the terms of the Share Purchase Agreement, the Charge was amended to *inter alia*, reflect the principal amount outstanding thereunder as \$23,400,000.00. A copy of the January 2016 Amending Agreement is attached as **Exhibit "I"**.

17. The Lender, as a condition of the Share Purchase Agreement, required Ontario International (hereinafter referred to as the "**Guarantor**") to provide its guarantee in respect of the repayment of the Loan and by Guarantee and Postponement of Claim dated February 4, 2016 the Guarantor guaranteed the Loan. A copy of the Guarantee is attached as **Exhibit "J"**.

The Forbearance Agreement

18. On October 5, 2016, the Lender, Borrower, Norstar and Guarantor executed a Forbearance Agreement (the "**Forbearance Agreement**"). The Forbearance Agreement was the result of several events of default under the Loan by the Borrower and Norstar which they acknowledged therein, including:

- (a) their failure to pay property taxes as they fell due, the arrears of which was \$507,616.72 as at August 22, 2016 and the failure to make a property tax instalment payment on September 1, 2016 (the "**September 2016 Instalment**")

in the amount of \$97,368.69 (collectively, the "**Property Tax Default**");

- (b) their failure to make the monthly interest payment in the amount of \$82,524.95 that was due on October 1, 2016 as required by the Loan (the "**October Interest Payment Default**"); and
- (c) their failure to pay the Lender's legal fees of \$13,826.75 incurred by the Lender in respect of the events of default by the Borrower.

19. Pursuant to the Forbearance Agreement, the Borrower, Norstar and Guarantor agreed *inter alia*:

- (a) in section 2.1(a), to comply with a payment schedule to remedy the Property Tax Default ("**Property Tax Payment Schedule**");
- (b) in section 2.1(d), to provide the Lender with additional security on the Loan, including:
 - (i) a further Agreement Amending Charge/ Mortgage dated October 5, 2016, notice of which was registered on title to the Property as Instrument No. AT4377751 (the "**October 2016 Amending Agreement**") which *inter alia* deleted and replaced the Schedule to the January 2016 Amending Agreement with a new schedule (the "**October 2016 Schedule**");
 - (ii) a Notice of Assignment of Rents – General dated October 21, 2016 and registered on title to the Property as Instrument No. AT4377752; and
 - (iii) a General Security Agreement, dated October 5, 2016 (the "**GSA**");
- (c) in section 2.1(f)(ii) to pay the Lender an amount equal to any realty tax rebate for the 2015 taxation year (the "**Tax Rebate**") received by the Borrower, immediately after it is received by the Borrower;
- (d) in section 2.1(l), not to commit or permit any further breach of the terms of the Loan, the Forbearance Agreement, or any other agreements or security which the Borrower, the Guarantor or Norstar has with the Lender; and
- (e) in section 5.1, that in the event of any Default or Forbearance Terminating Event as described in that section, the Lender would have the right to immediately appoint a private receiver and manager, as designated by the Lender or seek the appointment of a Receiver by the Court and the Borrower consented to the appointment of *inter alia* a Court appointed receiver and agreed not to take any steps to oppose or interfere with such appointment.

A copy of the signed Forbearance Agreement, October 2016 Amending Agreement, Notice of Assignment of Rents and GSA are attached as **Exhibit "K" to Exhibit "N"** respectively.

Tax Rebate

20. By letter dated March 24, 2017 to Collins Barrow, Tony Villella, Supervisor, Property Tax Rebates of the City of Toronto, stated that the Tax Rebate was calculated to be in the amount of \$128,403.09. A copy of the March 24, 2017 letter is attached as **Exhibit "O"**.

21. I am advised by Brenda Wong, Senior Manager at Collins Barrow and verily believe that the Tax Rebate of \$128,403.09 was subsequently applied in full to reduce the outstanding balance of the property taxes in arrears on the Property, to the benefit of the Borrower.

22. To date, the Borrower has not paid the Lender the amount of the Tax Rebate.

The Forbearance Defaults

23. The Borrower defaulted on the Forbearance Agreement in:

- (a) failing to comply with the Property Tax Payment Schedule and failing to pay the property taxes that have accrued and come due for 2017. As at May 8, 2017, the property taxes in arrears was \$502,719.08 as set out in the Tax Certificate statement from the City of Toronto attached as **Exhibit "P"** (the "**2017 Property Tax Default**"). As set out above, the property taxes in arrears would have been even greater had they not been reduced by the amount of the Tax Rebate of \$128,403.09;
- (b) failing to immediately pay the Lender an amount equal to the Tax Rebate once it was processed; and
- (c) failing to make ongoing monthly interest payments when due, including the interest payment of \$95,225.32 due on April 3, 2017, corroborating emails of which are attached as **Exhibit "Q"** (the "**Interest Payment Defaults**").

(collectively, the "**Forbearance Defaults**")

24. By letter dated April 4, 2017 to the Borrower's lawyer, the Lender's lawyer made demand on the Borrower, Norstar and Guarantor, pursuant to section 5.1(a) of the Forbearance Agreement, to cure the 2017 Property Tax Default and the Interest Payment Default for April 2017 within 2 days. The letter stated that if the defaults were not cured within that time frame, the Lender would reserve its rights to take immediate enforcement steps pursuant to the Forbearance Agreement and the Lender's security. A copy of the April 4, 2017 letter is attached as **Exhibit "R"**.

25. The Borrower cured the Interest Payment Default for April 2017 within the requisite 2 day period but failed to cure the 2017 Property Tax Default, which default remains outstanding.

26. The 2017 Property Tax Default also constituted an event of default under the security, including, without limitation, paragraph 5 of the Standard Charge Terms No. 200033 which formed part of the Charge and Event of Default (a), (b) and (f) in the October 2016 Schedule. A copy of the Standard Charge Terms No. 200033 is attached as **Exhibit "S"**.

The Indebtedness Owing to the Lender

27. As of May 10, 2017, the Lender was owed \$22,475,684.94, plus per diem interest of \$3,068.49, plus any unbilled disbursements in respect of the Loan. A copy of a mortgage statement as at May 10, 2017, which also sets out the Borrower's late interest payments since October 2016 is attached as **Exhibit "T"**.

28. As set out in Note 3 of the May 10, 2017 mortgage statement, the amount owing under the mortgage statement does not include *inter alia* the Tax Rebate of \$128,403.09.

Other Encumbrancers and Execution Creditors of the Borrower

29. There are no encumbrances registered on title to the Property other than the Charge and related security documents described above.

30. The Lender effected a registration pursuant to the *Personal Property Security Act* (the "PPSA"), with respect to all security relating to the Property. There are no prior or subsequent registrations to the Lender's registration. A copy of the May 12, 2017 PPSA search is attached as **Exhibit "U"**.

31. As at May 4, 2017, there were no writs of executions issued against the Borrower in the City of Toronto. A copy of the May 12, 2017 execution search is attached as **Exhibit "V"**.

Appointment of Receiver

32. The Lender has a contractual right to appoint a Receiver upon default by the Borrower, pursuant to section 5.1 of the Forbearance Agreement and the security under the Loan, including without limitation, page 3 of the October 2016 Schedule and section 8.2 of the GSA.

33. The Receiver has consented to its Court appointment and recommended the terms of a sale process. A copy of the Receiver's Consent is attached as **Exhibit "W"**.

34. I make this Affidavit in support of the Applicants' application to appoint the Receiver and for no improper purpose.

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia on May 13, 2017.

Commissioner for Taking Affidavits
(or as may be)

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BURRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

PHILIP PINCUS

TAB A

THIS IS **EXHIBIT "A"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 15th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BARRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
TREZ CAPITAL (2011) CORPORATION

Date and Time of Search: May 12, 2017 11:44 AM Pacific Time
Currency Date: April 24, 2017

ACTIVE

Incorporation Number: BC0894993
Name of Company: TREZ CAPITAL (2011) CORPORATION
Recognition Date and Time: Incorporated on November 09, 2010 11:43 AM Pacific Time In Liquidation: No
Last Annual Report Filed: November 09, 2016 Receiver: No

COMPANY NAME INFORMATION

Previous Company Name	Date of Company Name Change
TREZ CAPITAL (2010) CORPORATION	August 09, 2011

REGISTERED OFFICE INFORMATION

Mailing Address:	Delivery Address:
PO BOX 49130 2900 - 595 BURRARD STREET VANCOUVER BC V7X 1J5 CANADA	PO BOX 49130 2900 - 595 BURRARD STREET VANCOUVER BC V7X 1J5 CANADA

RECORDS OFFICE INFORMATION

Mailing Address:	Delivery Address:
PO BOX 49130 2900 - 595 BURRARD STREET VANCOUVER BC V7X 1J5 CANADA	PO BOX 49130 2900 - 595 BURRARD STREET VANCOUVER BC V7X 1J5 CANADA

DIRECTOR INFORMATION

20 A

Last Name, First Name, Middle Name:
Greene, Morley

Mailing Address:
1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA

Delivery Address:
1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA

Last Name, First Name, Middle Name:
Lai, Ken

Mailing Address:
1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA

Delivery Address:
1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA

Last Name, First Name, Middle Name:
Manson, Alexander (Sandy)

Mailing Address:
1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA

Delivery Address:
1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA

Last Name, First Name, Middle Name:
Perkins, Robert

Mailing Address:
1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA

Delivery Address:
1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA

OFFICER INFORMATION AS AT November 09, 2016

Last Name, First Name, Middle Name:
Abreu, Mario

Office(s) Held: (Vice President)

Mailing Address:
1404 - 401 BAY STREET
PO BOX 44
TORONTO ON M5H 2Y4
CANADA

Delivery Address:
1404 - 401 BAY STREET
PO BOX 44
TORONTO ON M5H 2Y4
CANADA

Last Name, First Name, Middle Name:
Brovender, Barry

Office(s) Held: (Vice President)

Mailing Address:
1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA

Delivery Address:
1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA

Last Name, First Name, Middle Name:

Greene, Morley

Office(s) Held: (CEO, Chair)**Mailing Address:**1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA**Delivery Address:**1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA**Last Name, First Name, Middle Name:**

Lai, Ken

Office(s) Held: (Other Office(s))**Mailing Address:**1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA**Delivery Address:**1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA**Last Name, First Name, Middle Name:**

Manson, Alexander (Sandy)

Office(s) Held: (CFO, Secretary, Treasurer)**Mailing Address:**1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA**Delivery Address:**1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA**Last Name, First Name, Middle Name:**

Nisker, Michael J.R.

Office(s) Held: (Other Office(s))**Mailing Address:**401 BAY STREET
PO BOX 44, SUITE 1404
TORONTO ON M5H 2Y4
CANADA**Delivery Address:**401 BAY STREET
PO BOX 44, SUITE 1404
TORONTO ON M5H 2Y4
CANADA**Last Name, First Name, Middle Name:**

Perkins, Robert

Office(s) Held: (Other Office(s))**Mailing Address:**1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA**Delivery Address:**1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA**Last Name, First Name, Middle Name:**

Vorwaller, Gregory

Office(s) Held: (President)**Mailing Address:**1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA**Delivery Address:**1550 - 1185 WEST GEORGIA STREET
VANCOUVER BC V6E 4E6
CANADA

TAB B

THIS IS **EXHIBIT "B"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS ⁵th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BARRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

Request ID: 020256785
 Transaction ID: 64452398
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2017/05/12
 Time Report Produced: 15:14:40
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2481043	2481043 ONTARIO INC.	2015/08/31
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
1450 DON MILLS ROAD	NOT APPLICABLE	NOT APPLICABLE
TORONTO ONTARIO CANADA M3B 2X7	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
1450 DON MILLS ROAD		NOT APPLICABLE
TORONTO ONTARIO CANADA M3B 2X7	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum Maximum	in Ontario
	00001 00009	NOT APPLICABLE
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario
		NOT APPLICABLE

Request ID: 020256765
 Transaction ID: 64452398
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2017/05/12
 Time Report Produced: 15:14:40
 Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2481043	2481043 ONTARIO INC.

Corporate Name History	Effective Date
2481043 ONTARIO INC.	2015/08/31

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator: Name (Individual / Corporation)	Address
ANCHUAN JIANG	16 WELLESBOURNE CRES TORONTO ONTARIO CANADA M2N 1Y7

Date Began	First Director	
2016/02/05	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

Request ID: 020256765
 Transaction ID: 64452398
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2017/05/12
 Time Report Produced: 15:14:40
 Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2481043	2481043 ONTARIO INC.

Administrator: Name (Individual / Corporation)	Address
ANCHUAN JIANG	16 WELLESBOURNE CRES TORONTO ONTARIO CANADA M2N 1Y7

Date Began	First Director	Resident Canadian
2016/02/05	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	PRESIDENT	Y

Administrator: Name (Individual / Corporation)	Address
ANCHUAN JIANG	16 WELLESBOURNE CRES TORONTO ONTARIO CANADA M2N 1Y7

Date Began	First Director	Resident Canadian
2016/02/05	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	SECRETARY	Y

Request ID: 020256765
Transaction ID: 64452398
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/05/12
Time Report Produced: 15:14:40
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2481043	2481043 ONTARIO INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2016/09/16 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

TAB C

THIS IS **EXHIBIT "C"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 15th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BURRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507



Government
of Canada

Gouvernement
du Canada

Federal Corporation Information - 760321-5

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

760321-5

Business Number (BN)

801878653RC0001

Corporate Name

NORSTAR INVESTMENT CONSORTIUM INC.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2010-07-15

Registered Office Address

16 Wellesbourne Crescent
Toronto ON M2H 1Y7
Canada

Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 10

Anchuan Jiang
16 Wellesbourne Crescent
Toronto ON M2H 1Y7
Canada

29

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

07-15

Date of Last Annual Meeting

2016-08-31

Annual Filing Period (MM-DD)

07-15 to 09-13

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2017 - Not due

2016 - Filed

2015 - Filed

Corporate History

Corporate Name History

2010-07-15 to Present

NORSTAR INVESTMENT CONSORTIUM INC.

Certificates and Filings

Certificate of Incorporation

2010-07-15

Date Modified:

2017-03-08

Request ID: 020249754
 Transaction ID: 64433629
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2017/05/11
 Time Report Produced: 12:12:00
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
3052132	NORSTAR INVESTMENT CONSORTIUM INC.	2010/07/15
		Jurisdiction
		CANADA
Corporation Type	Corporation Status	Former Jurisdiction
FEDERAL CORP WITH SHARE	REFER TO JURISDICTION	NOT APPLICABLE
Registered or Head Office Address		Date Amalgamated
16 WELLESBOURNE CRESCENT		NOT APPLICABLE
		New Amal. Number
TORONTO		NOT APPLICABLE
ONTARIO		NOT APPLICABLE
CANADA M2H 1Y7		Letter Date
Principal Place of Business in Ontario		NOT APPLICABLE
16 WELLESBOURNE CRESCENT		Revival Date
		NOT APPLICABLE
TORONTO		Continuation Date
ONTARIO		NOT APPLICABLE
CANADA M2H 1Y7		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		2010/07/15
		Date Ceased in Ontario
		NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 020249754
Transaction ID: 64433629
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/05/11
Time Report Produced: 12:12:00
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

3052132

Corporation Name

NORSTAR INVESTMENT CONSORTIUM INC.

Corporate Name History

REFER TO JURISDICTION

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

ANCHUAN
JIANG

Address

16 WELLESBOURNE CRESCENT

TORONTO
ONTARIO
CANADA M2H 1Y7

Date Began

2010/07/15

First Director

NOT APPLICABLE

Designation

OFFICER/MANAGER IN ONT.

Officer Type

Resident Canadian

NOT APPLICABLE

Request ID: 020249754
Transaction ID: 64433629
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/05/11
Time Report Produced: 12:12:00
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

3052132

NORSTAR INVESTMENT CONSORTIUM INC.

Last Document Recorded

Act/Code Description

Form

Date

CiA INITIAL RETURN

2

2010/07/22 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

TAB D

THIS IS **EXHIBIT "D"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 15th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BURRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507



Ontario ServiceOntario

LAND REGISTRY OFFICE #66

10117-0593 (LT)

PAGE 1 OF 1
PREPARED FOR KRYAN123
ON 2017/05/12 AT 12:13:52

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PROPERTY DESCRIPTION: PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043; TORONTO (N YORK), CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

LT CONVERSION QUALIFIED

OWNERS' NAMES

2481043 ONTARIO INC.

RECENTLY:

RE-ENTRY FROM 10117-1221

CAPACITY SHARE

ROWN

EIN_CREATION_DATE:

2002/02/25

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 4(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: 2002/02/25 **						
NY380043	1962/03/28	TRANSFER EASEMENT			THE HYDRO-ELECTRIC COMMISSION OF THE TOWNSHIP OF NORTH YORK	C
REMARKS: SKETCH ATTACHED.						
64BA723	1975/10/17	PLAN BOUNDARIES ACT				C
REMARKS: NY688572, PLAN 10025						
AT4018126	2015/09/25	APL VESTING ORDER	\$23,030,559	ONTARIO SUPERIOR COURT OF JUSTICE	2481043 ONTARIO INC.	C
AT4018127	2015/09/25	CHARGE	\$30,000,000	2481043 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
AT4139375	2016/02/05	NOTICE	\$2	2481043 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
REMARKS: AMENDS AT4018127						
AT4377751	2016/10/21	NOTICE	\$2	2481043 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
REMARKS: AT4018127						
AT4377752	2016/10/21	NO ASSGN RENT GEN		2481043 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
REMARKS: AT4018127.						

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.

TAB E

THIS IS EXHIBIT "E" REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 15th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BARRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

Court File No. CV-14-10493-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.)	THURSDAY, THE 10 TH
)	
JUSTICE D.M. BROWN)	DAY OF APRIL, 2014

TREZ CAPITAL LIMITED PARTNERSHIP and COMPUTERSHARE TRUST
COMPANY OF CANADA

Applicants

-and-

WYNFORD PROFESSIONAL CENTRE LTD. and GLOBAL MILLS INC.

Respondents

ORDER

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 Collins Barrow Toronto Limited as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Global Mills Inc. ("Global Mills") (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, and for other relief, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Gaetano Coscia sworn March 28, 2014 (the "Coscia Affidavit"), and the Exhibits thereto, the affidavit of Gaetano Coscia sworn April 7, 2014 (the "Supplementary Coscia Affidavit") and on hearing the submissions of counsel for Applicants and the Respondents and on reading the consent of Collins Barrow Toronto Limited to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Collins Barrow Toronto Limited is hereby appointed Receiver, without security, of all lands and premises legally described in Schedule "A", and for of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

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

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

- 3 -

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

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

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

- 5 -

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

22. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "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.

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

GENERAL

25. **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.

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

27. **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.

28. **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.

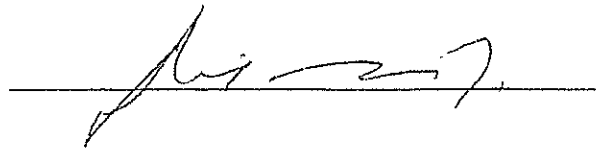
29. **THIS COURT ORDERS** that the Applicant and the Receiver and any party who has served a Notice of Appearance, may serve any materials in this proceeding by e-mailing a pdf or other electronic copy of such materials to counsels' e-mail addresses as recorded on the Service List from time to time,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

30. **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 Debtor's estate with such priority and at such time as this Court may determine.

31. **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.

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

APR 11 2014



SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS

Global Mills Inc. – 1450 Don Mills Road., Toronto, Ontario

PIN: 10117-0593 (LT)

Description: PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043;
TORONTO (N YORK), CITY OF TORONTO

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Collins Barrow Toronto Limited, the receiver (the "Receiver") of the assets, undertakings and properties of Global Mills Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 2nd of April, 2014 (the "Order") made in an action having Court file number _____-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

DATED the ____ day of _____, 2014.

Collins Barrow Toronto Limited, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

TREZ CAPITAL LIMITED - and - WYNFORD PROFESSIONAL
PARTNERSHIP et al. CENTRE LTD. et al.

Applicant(s)

Respondent(s)

Court File No.: CV-14-10493-00CL

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

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

PROCEEDING COMMENCED AT TORONTO

ORDER

ROBINS APPLEBY LLP
Barristers + Solicitors
2600 - 120 Adelaide Street West
Toronto, ON M5H 1T1


Irving Marks LSUC No.: 19979H
imarks@robapp.com
Tel: (416) 360-3329

Dominique Michaud LSUC No.: 56871V
dmichaud@robapp.com
Tel: (416) 360-3795
Fax: (416) 868-0306

Lawyers for the Applicants

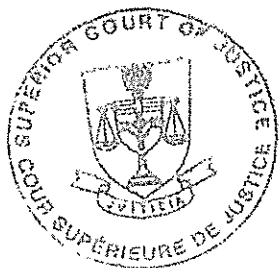
TAB F

THIS IS **EXHIBIT "F"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 5th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BARRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507



Court File No. CV-14-10493-00CL

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

THE HONOURABLE *MP*)
JUSTICE *T. McKeown*)

THURSDAY, THE 2nd
DAY OF APRIL, 2015

BETWEEN:

**TREZ CAPITAL LIMITED PARTNERSHIP and COMPUTERSHARE
TRUST COMPANY OF CANADA**

Applicants

and

WYNFORD PROFESSIONAL CENTRE LTD. and GLOBAL MILLS INC.

Respondents

APPROVAL, VESTING AND DISTRIBUTION ORDER

THIS MOTION, made by Collins Barrow Toronto Limited, in its capacity as court appointed Receiver (the "Receiver") of the assets, undertakings and properties of the respondent, Global Mills Inc. (the "Debtor"), for an order (i) approving the sales transaction (the "Transaction") contemplated by an accepted agreement of purchase and sale (the "TGPI APS") between the Receiver and TG Property Investments Inc. (the "Purchaser") dated as of March 20, 2015 attached as Exhibit "K" to the Second Report of the Receiver on Global Mills Inc. dated March 27, 2015 (the "Second Report"); (ii) vesting in the Purchaser, or its nominees or as the Purchaser shall direct, the Debtor's right, title and interest in and to the Property as such term is defined in the TGPI APS (the "Property"); (iii) granting leave to the Receiver to assign the Debtor

into bankruptcy in order to reverse priorities of a claim by the Canada Revenue Agency and the applicants; (iv) approving the Receiver's statement of receipts and disbursements attached as Exhibit "L" to the Second Report; and (v) approving the Receiver's activities, fees and disbursements as set out in the Second Report,

was heard this day at the court house, 330 University Avenue, 8th Floor, Toronto, Ontario.

ON READING the Second Report and the exhibits attached thereto, the Affidavit of Bryan Tannenbaum sworn March 27, 2015 (the "Tannenbaum Fee Affidavit") and the Affidavit of Michael Cass sworn March 27, 2015 (the "Cass Fee Affidavit") and on hearing the submissions of the lawyer for the Receiver, the applicant and the Purchaser, no other person appearing for any other party although properly served as appears from the affidavit of service filed herein,

Service

1. **THIS COURT ORDERS** that the time for service of the Receiver's notice of motion and the motion record dated March 27, 2015 is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

Approval and Vesting

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved and the execution of the TGPI APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Property to the Purchaser.

-3-

3. THIS COURT ORDERS AND DECLARES that upon delivery of a Receiver's Certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Receiver's Certificate"), all the Debtor's right, title and interest in and to the Property described in the TGPI APS and listed in Schedule "B" hereto shall vest absolutely in the Purchaser or in whomever it may direct or nominate, free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed, and whether secured, unsecured or otherwise, and all agreements of purchase and sale, reservation contracts and leases (collectively the "Claims") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order herein of the Honourable Justice D.M. Brown dated April 10, 2014;
- (b) all charges, security interest, agreements, leases or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Land Titles Act* (Ontario), or any other personal or real property registry system;
- (c) those claims listed on Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances") which term shall not include the assumed encumbrances listed on Schedule "D" hereto; and
- (d) any other claims registered or arising prior to the registration of this order, (the "Additional Encumbrances") and for greater certainty, this court orders that all of

the encumbrances and additional encumbrances relating to the Property are hereby expunged and discharged as against the Property.

4. **THIS COURT ORDERS** that upon registration in the Toronto Land Registry Office (No. 66) of an application for vesting order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the land registrar is hereby directed to enter the Purchaser, and/or whomever it may nominate or direct as the owner(s) of the subject real property identified in Schedule "B" hereto (the "Real Property") in fee simple and is hereby directed to delete and expunge from title to the Real Property all of the claims listed in Schedule "D" hereto.

5. **THIS COURT ORDERS** and directs the Receiver to file with the court a copy of the Receiver's Certificate forthwith after delivery thereof.

6. **THIS COURT ORDERS** that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to such application; and
- (c) any assignment in bankruptcy made in respect of the Debtor,

the vesting of the Property in the Purchaser pursuant to this order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer of under value or other reviewable

-5-

transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

Assignment in Bankruptcy

8. **THIS COURT ORDERS** that the Receiver is hereby granted leave to file an assignment in bankruptcy for Global Mills Inc. pursuant to the provisions of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended.

Sealing

9. **THIS COURT ORDERS** that Appendix J to the Second Report of the Receiver, being an Appraisal Report for the Property dated July 1, 2014, be and is hereby sealed until the Receiver is discharged or upon further order of the Court.

Approval of Activities

10. **THIS COURT ORDERS** that the (i) Second Report of the Receiver, (ii) the activities that the Receiver described therein, (iii) the statement of receipts and disbursements contained therein and (iv) the fees and disbursements of the Receiver described therein and in the Tannenbaum Fee Affidavit and the Cass Fee Affidavit be and are hereby approved.

Aid and Recognition

11. 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 order and to provide such assistance to the Receiver as an officer of the court, as may be necessary and desirable to give effect to this order or to assist the Receiver and its agents in carrying out the terms of this order.



(Signature of Judge)

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

APR 2 - 2015

MB

SCHEDULE A

Court File No. CV-14-10493-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

TREZ CAPITAL LIMITED PARTNERSHIP and COMPUTERSHARE
TRUST COMPANY OF CANADA

Applicants

and

WYNFORD PROFESSIONAL CENTRE LTD. and GLOBAL MILLS INC.

Respondents

RECEIVER'S CERTIFICATE**RECITALS**

- A. Pursuant to an Order herein of the Honourable Justice D.M. Brown of the Ontario Superior Court of Justice (the "Court") dated April 10, 2014, Collins Barrow Toronto Limited was appointed as the receiver (the "Receiver") of the assets, undertakings and properties of the respondent Global Mills Inc. (the "Debtor") as described in the said Order.
- B. Pursuant to an Order of the Court dated April 2, 2015 (the "Approval Order") the Court approved the accepted offer to purchase made as of March 20, 2015 (the "TGPI APS") between the Receiver and TG Property Investments Inc. (the "Purchaser") and provided for the vesting in the Purchaser or whomever it may direct or nominate of the Debtor's right, title and interest in and to the Property as defined in the TGPI APS, which vesting is to be effective with respect to the Property upon delivery by the Receiver to the Purchaser

with a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the property; (ii) that the conditions to closing as set out in section 14 of the TGPI APS have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the meaning as set out in the TGPI APS and the Approval Order.

The Receiver certifies the following:

1. The Purchaser or its nominee has paid and the Receiver has received the Purchase Price for the Property payable on the Closing Date pursuant to the TGPI APS.
2. The conditions to Closing as set out in section 6 of the TGPI APS have been satisfied or waived by the Receiver and the Purchaser.
3. The Transaction has been completed to the satisfaction of the Receiver.
4. The Certificate was delivered by the Receiver at _____ (time) on _____ (date).

Collins Barrow Toronto Limited
Per: Bryan A. Tannenbaum
Title: President

TRIZ CAPITAL LIMITED PARTNERSHIP ET AL
Applicants

-and-

WYNFORD PROFESSIONAL CENTRE LTD. ET AL

Respondents

Court File No. CV-14-10493-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

RECEIVER'S CERTIFICATE

STEINBERG TITLE HOPE & ISRAEL LLP
Barristers & Solicitors
5255 Yonge Street, Suite 1100
Toronto, Ontario
M2N 6P4

David A. Brooker (35787W)
Tel: 416-225-2777
Fax: 416-225-7112

Lawyers for Collins Barrow Toronto Limited,
court appointed receiver for the respondents

RCP-E-4C (July 1, 2007)

SCHEDULE "B"
~~LEGAL DESCRIPTION OF THE LANDS~~

Global Mills Inc. - 1450 Don Mills Road., Toronto, Ontario

PIN: 10117-0593 (LT)

Description: PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043;
TORONTO (N YORK), CITY OF TORONTO

Schedule "C"**Claims to be deleted and expunged from title to the Property**

1. Instrument No. AT3364527 registered on July 31, 2013 being a Charge given by Global Mills Inc. to Computershare Trust Company of Canada in the amount of \$21,000,000.
2. Instrument No. AT3364528 registered on July 31, 2013 being a general assignment of rents given by Global Mills Inc. to Computershare Trust Company of Canada.

Schedule "D"

Permitted Encumbrances, Easements and Restrictive Covenants related to the Property

1. Instrument No. NY380043 registered on March 28, 1962, being a transfer easement in favour of The Hydro-Electric Commission of the Township of North York.
2. Instrument No. 64BA723 registered on October 17, 1975 being a Plan registered under the *Boundries Act*.

9 TREZ CAPITAL LIMITED PARTNERSHIP ET AL
Applicants

-and-

WYNFORD PROFESSIONAL CENTRE LTD. ET AL

Court File No. CV-14-10493-00CL

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

APPROVAL, VESTING AND DISTRIBUTION ORDER


STEINBERG TITLE HOPE & ISRAEL LLP
Barristers & Solicitors
5255 Yonge Street, Suite 1100
Toronto, Ontario
M2N 6P4

David A. Brooker (35787W)
Tel: 416-225-2777
Fax: 416-225-7112

Lawyers for Collins Barrow Toronto Limited,
court appointed receiver for the Respondents

TAB G

THIS IS **EXHIBIT "G"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS ¹⁶th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BARRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

Properties

PIN 10117 - 0593 LT *Interest/Estate* Fee Simple
Description PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043; TORONTO (N YORK), CITY OF TORONTO
Address 1450 DON MILLS ROAD
 TORONTO

Chargor(s)

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

Name 2481043 ONTARIO INC.
Address for Service 401 Bay Street, Suite 1404
 Toronto, Ontario
 M5E 2Y4

I, Michael J.R. Nisker, Authorized Signing Officer, have the authority to bind the corporation.

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

Chargee(s)*Capacity**Share*

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

Statements

Schedule: See Schedules

Provisions

Principal \$30,000,000.00 *Currency* CDN
Calculation Period monthly
Balance Due Date 2018/10/01
Interest Rate 5.0%
Payments
Interest Adjustment Date 2015 09 25
Payment Date
First Payment Date 2015 11 01
Last Payment Date 2018 10 01
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor Trez Capital Group Limited Partnership

Signed By

Robert Cohen 2 Queen Street East Suite 1500 acting for Chargor Signed 2015 09 25
 Toronto (s)
 M5C 3G5

Tel 416-593-1221

Fax 416-593-5437

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

Submitted By

BLANEY MCMURTRY LLP 2 Queen Street East Suite 1500 2015 09 25
 Toronto
 M5C 3G5

Tel 416-593-1221

Submitted By

Fax 416-593-5437

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargor Client File Number : 089226-0155

This is a Schedule attached to a Charge/Mortgage
between 2481043 ONTARIO INC. (the "Chargor")
and COMPUTERSHARE TRUST COMPANY OF CANADA (the "Chargee")
as guaranteed by TREZ CAPITAL GROUP LIMITED PARTNERSHIP (the
"Covenantor") relating to those lands and premises municipally known as
1450 Don Mills Road, Toronto, Ontario
(collectively, the "Premises")

PRINCIPAL AMOUNT

The principal amount secured hereunder is a combination of the purchase price arranged as between TG Property Investments Inc. and Collins Barrow Toronto Limited, pursuant to the terms of an Agreement of Purchase and Sale dated March 20, 2015 (the "Agreement") together with adjustments arising therefrom, the Interest Accrual Budget referred to herein, and the estimated cost of improvements to be made to the Premises.

PREPAYMENT

Open for prepayment at any time or times without notice of bonus.

INTEREST ACCRUAL BUDGET and MONTHLY PAYMENTS

The Interest Accrual Budget shall be the amount required to pay interest hereunder during the term of this Charge. The Interest Accrual Budget represents the maximum amount of interest that the Chargee will allow to accrue on the principal loan amount outstanding. If at any time during the term the accrued interest exceeds the interest accrual budget, the Chargor must pay the overage to the Chargee on the next Monthly Payment. The principal amount described herein will include the principal amount described in the Agreement, including any adjustments arising therefrom, as well as the Interest Accrual Budget and the estimated cost of improvements to be made to the Premises.

Monthly payments shall be advanced from the Interest Accrual Budget. Each month, during the term hereof, the Chargee shall advance the monthly payment due until the Interest Accrual Budget is exhausted and thereafter the Chargor shall be required to make the monthly payments from its own resources.

STANDARD CHARGE TERMS

In the event of any discrepancy between the provisions contained in this Schedule or on the Agreement, and the provisions contained in Standard Charge Terms No. 200033, the provisions of this schedule and the Agreement shall prevail.

TAB H

THIS IS **EXHIBIT "H"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 15th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BARRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

SHARE PURCHASE AGREEMENT

AGREEMENT made the ___ day of January, 2016,

A M O N G:

TREZ REAL ESTATE OPERATING PARTNERSHIP

(the "Vendor")

- and -

NORSTAR INVESTMENT CONSORTIUM INC.

(the "Purchaser")

- and -

2481043 ONTARIO INC.

(the "Corporation")

- and -

**ONTARIO INTERNATIONAL COLLEGE INC./COLLEGE
INTERNATIONAL DE L'ONTARIO INC.**

("OIC")

WHEREAS Norstar Real Estate International Inc. (the "**Original Purchaser**"), as buyer, entered into an agreement of purchase and sale (the "**APS**") dated August 10, 2015 with TG Property Investments Inc., as seller, as may be amended from time to time, with respect to the property municipally known as 1450 Don Mills Road, Toronto, Ontario (the "**Property**");

AND WHEREAS pursuant to the APS, the parties thereto agreed to convert the APS into a share purchase agreement;

AND WHEREAS the Original Purchaser has assigned all of its rights, title and interest in and to the APS to the Purchaser pursuant to an Assignment Agreement dated as of January 15, 2016;

AND WHEREAS the Corporation is the sole registered legal owner of the Property;

AND WHEREAS Vendor is the registered and beneficial owner of all issued and outstanding common shares of the Corporation (the "**Purchased Shares**");

AND WHEREAS the Purchaser has agreed with the Vendor to purchase the Purchased Shares;

NOW THEREFORE in consideration of the premises and the covenants, representations, warranties and payments herein contained, the parties hereby covenant and agree with each other as follows:

**ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

1.1 **Definitions** Unless there is something in the subject matter or context clearly inconsistent therewith, the following capitalized expressions shall have the following meanings respectively:

- (a) **"Agreement"** and **"this Agreement"** means this share purchase agreement and all amendments and restatements hereof;
- (b) **"Books and Records"** means all books, tax records, records, books of account, sales and purchase records, lists of suppliers and customers, business reports, plans and projections and all other documents, files, records, correspondence, and other data and information, financial or otherwise of the Corporation including all data and information stored on computer related media;
- (c) **"Business"** means owning and operating the Property;
- (d) **"Business Day"** means a day other than a Saturday, a Sunday or any day which is a statutory holiday in the Province of Ontario or British Columbia;
- (e) **"Claims"** means all claims, demands, actions, causes of action, damages, losses, costs, liabilities or expenses, including reasonable professional fees and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing and **"Claim"** means any of such Claims;
- (f) **"Closing"** means the completion of the sale to, and purchase by, the Purchaser of the Purchased Shares and the funding of the repayment of the Subject Loan in the manner provided for herein;
- (g) **"Closing Date"** means the 18th day of January, 2016, or such earlier or later date as may be acceptable to the Parties as the date upon which the Closing shall take place;

- (h) **“Closing Time”** means 2.00 o'clock p.m., Toronto time, on the Closing Date, or such other time on the Closing Date as the parties may agree shall be the time at which the Closing shall take place;
- (i) **“Encumbrances”** means any pledge, lien, charge, security agreement, lease, title retention agreement, mortgage, restriction, easement, encumbrance, option or adverse Claim against or affecting the Purchased Shares of any kind or character whatsoever, as the context requires;
- (j) **“Governmental Agency”** means any government, regulatory authority, governmental department, agency, commission, board, tribunal, crown corporation, or court or other law, rule or regulation-making entity having or purporting to have jurisdiction on behalf of Canada, or a province or territory or other subdivision thereof or any municipality, district or other subdivision thereof;
- (k) **“Mortgage”** means the charge/mortgage in favour of Computershare Trust Company of Canada registered against title to the Property in the Land Registry Officer for the Titles Division of Toronto (No. 80) (the **“Registry Office”**) on the 25th day of September, 2015 as Instrument No. AT4018127;
- (l) **“Parties”** means the Vendor and the Purchaser collectively, and **“Party”** means any one of them;
- (m) **“Person”** means an individual, a corporation, a partnership, a trustee, or a trust or any unincorporated organization and pronouns have a similarly extended meaning;
- (n) **“Purchase Price”** means the aggregate purchase price to be paid by the Purchaser to the Vendor for the Purchased Shares, being the sum of \$1,500,000.00 subject to any adjustment set out in this Agreement; and
- (o) **“Subject Loan”** means the loan in the amount of \$30,000,000.00 originally made by Collins Barrow Toronto Limited, in its capacity as court appointed receiver of the assets, undertakings and properties of Global Mills Inc. to the Corporation secured by the Mortgage.

1.2 **Inclusion** Where the words **“including”**, **“includes”** and similar expressions are used in this Agreement, it means **“including (or includes) and without limitation”**. Where the context permits the expression **“without limitation”** and similar expressions means **“including without limitation and without limiting the generality of anything contained herein”**. Where a list of items follows the term **“including”** or any similar expression the list will only be illustrative and not exhaustive and the matters to be included will be given as broad a scope as

possible and will not be limited to the items listed or to matters similar in nature or kind to those listed.

- 1.3 **Hereby** The expressions “**hereby**”, “**hereof**”, “**hereto**”, “**hereunder**” and similar expressions mean and refer to this Agreement and not to any particular Article, Section or other subdivision; the expressions “**Article**”, “**Section**”, “**subsection**”, “**paragraph**”, “**subparagraph**” or other subdivision followed by a number mean and refer to the specified Article, Section, subsection, paragraph, subparagraph or other subdivision of this Agreement.
- 1.4 **Statutory References** A reference to a statute or a section of a statute shall include and shall be deemed to be a reference to such statute or section and to the regulations made pursuant thereto, with all amendments made thereto and in force at the relevant time, and to any statute, section of a statute or regulation that may be passed which has the effect of supplementing or superseding the statute or section so referred to or the regulations made pursuant thereto.
- 1.5 **Reference to an Entity** A reference to any entity shall include and shall be deemed to be a reference to the entity that is the successor of the entity.
- 1.6 **Entire Agreement** This Agreement, including any Schedules, together with the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no warranties, representations, terms, conditions, undertakings, collateral agreements or other agreements among the Parties, express, implied or statutory, in connection with the subject matter hereof except as expressly set forth herein. Without limiting the generality of the foregoing, the parties acknowledge that the APS is superseded by this Agreement and has no further force or effect after the date of execution of this Agreement by all Parties. No supplement to, modification of, waiver of the whole or part of, or termination of this Agreement shall be binding upon the Party sought to be charged thereby or made subject thereto unless executed in writing by the Party sought to be so charged or bound. No waiver of any of the provisions of this Agreement shall be deemed to be, or shall constitute, a waiver of any other provisions (whether or not similar) hereof nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 1.7 **Applicable 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 and shall be treated, in all respects, as an Ontario contract.
- 1.8 **Consent** Whenever a provision of this Agreement requires an approval or consent by a Party and notification of such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose

consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

- 1.9 **Headings** The article, section and subsection headings contained herein are included for purposes of convenience, are not intended necessarily to be full or accurate summaries of the content thereof, and shall not affect the interpretation of any part hereof.
- 1.10 **Gender and Number** Words importing the singular include the plural and *vice versa* and words importing gender include all genders.
- 1.11 **Calculation of Time** When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the first day of the applicable period shall be included and the date which is the reference date in calculating such period shall be excluded. If the last day of such period is a not a Business Day, the period in question shall end on the next Business Day.
- 1.12 **Sever Invalid Provisions** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this Agreement.
- 1.13 **Currency** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian funds.
- 1.14 **Accounting Matters** All accounting terms not specifically defined herein, and all references herein to generally accepted accounting principles, shall be construed in accordance with and taken to refer to, respectively, the generally accepted accounting principles established by the Canadian Institute of Chartered Accountants or any successor thereto, from time to time as they are applicable, as those principles were applied by the Vendor in its most recent financial statements.
- 1.15 **Recitals** The recitals at the beginning of this Agreement form a part hereof and incorporated into this Agreement.

ARTICLE 2 PURCHASE AND SALE

- 2.1 **Purchase and Sale of Purchased Shares** Subject to the provisions of this Agreement the Vendor shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase and acquire from Vendor, at the Closing for the consideration hereinafter set forth, all of the Purchased Shares.

- 2.2 **Transfer and Delivery of Purchased Shares** The Vendor shall at the Time of Closing and subject to the provisions hereof, execute and deliver to the Purchaser all share certificates representing the Purchased Shares endorsed for transfer together with executed stock transfer powers and a resolution of the Corporation consenting to such transfers as shall be necessary to transfer to the Purchaser the Purchased Shares, and shall deliver up to the Purchaser possession of the Purchased, free and clear of all Encumbrances. Unless otherwise directed by the Purchaser, the Purchased Shares shall be transferred to the Persons and in the amount set out below:

Transferee	Number of Shares
NORSTAR INVESTMENT CONSORTIUM INC.	100 common shares

- 2.3 **Place of Closing** The Closing shall take place at the Closing Time at the offices of Blaney McMurtry LLP located at Suite 1500, 2 Queen Street East, Toronto, Ontario, M5C 3G5, or at such other place as may be agreed upon by the Vendor and the Purchaser.
- 2.4 **Tender** Any tender of documents or money hereunder may be made upon the Parties or their respective counsel and money may be tendered by official bank draft drawn upon a Canadian bank, by wire transfer or by negotiable cheque payable in Canadian funds and certified by any such Canadian bank or a licensed federal or provincial trust company. Any document and funds tendered at Closing shall be tendered in trust, and shall only be released from trust at such time as all documents and funds required in order to complete the Closing are tendered and the Parties agree that the transactions contemplated herein have been completed. If for any reason documents or funds delivered in contemplation of Closing have been tendered and such transactions are not completed, the Person receiving such documents or funds shall redeliver them to the Person delivering same in the first instance as soon as possible following the determination that such transactions will not be completed.

ARTICLE 3 PURCHASE PRICE

- 3.1 **Satisfaction of the Purchase Price** The Purchase Price shall be paid and satisfied as follows:
- (a) The Purchaser shall pay the sum of \$500,000.00 (the "Deposit") to the Vendor's real estate agent by a certified cheque or bank draft on the date that the parties execute this Agreement. The parties acknowledge that the

Purchaser has already paid the Deposit to Colliers Macaully Nichols (Ontario) Inc. in trust;

- (b) The Purchaser shall pay the additional sum of \$400,000.00 (the "Second Deposit") to the Vendor's real estate agent by a certified cheque or bank draft by no later than December 21, 2015; and
- (c) At the Closing Time, the Purchaser will pay to the Vendor, by certified cheque, bank draft or other means of immediately available funds, \$600,000.00 subject to any adjustments between the parties.

3.2 **Deposit** The Deposit and Second Deposit shall be held by Colliers Macaully Nichols (Ontario) Inc., in trust, in an interest bearing account with any Canadian chartered bank and all accrued interest thereon shall be for the account of the Purchaser. If the transaction of purchase and sale contemplated by this Agreement is completed, the entire Deposit and Second Deposit shall be credited on account of the Purchase Price and all accrued interest thereon shall be paid to the Purchaser on the Closing Date. If the transaction is not completed through no fault of the Purchaser, then the Deposit and the Second Deposit and all accrued interest thereon shall be returned to the Purchaser without deduction. If the transaction is not completed as a result of the default of the Purchaser, then the Deposit and the Second Deposit and all accrued interest thereon shall be forfeited to the Vendor as liquidated damages and the Purchaser hereby authorizes Colliers Macaully Nichols (Ontario) Inc. to release the Deposit and Second Deposit to the Vendor.

3.3 Adjustments

- (a) On Closing, the Purchase Price will be adjusted:
 - (i) for realty taxes paid by the Corporation for the year in which Closing occurs.
- (b) The Purchaser agrees that the Vendor shall be entitled to any and all realty tax rebates or input tax credits relating to Harmonized Sales Tax ("HST") which the Corporation or the Purchaser has applied for or which the Corporation or Purchaser shall apply for, and which rebates or credits the Corporation or the Purchaser in fact receives, with respect to the Property for the period prior to the Closing Date and the parties agree to make any adjustment that may be required to the adjusted Purchase Price that was paid on Closing to credit and make payment to the Vendor the amount of such realty tax rebates and input tax credits relating to HST. The Purchaser shall, on Closing, provide to the Vendor:
 - (i) all documents as may be necessary to achieve payment to the Vendor of the amount of any rebate or reduction of future taxes. In the event that any realty tax rebates for the period prior to the

Closing Date are paid by the municipality by reducing the realty taxes for any period after the Closing Date, the Purchaser shall forthwith pay the amount of the same to the Vendor as an adjustment to the adjusted Purchase Price that was paid on Closing. To the extent the Purchaser or the Corporation receives payment, or credit on account of future taxes, of any rebate referable to the Property relating to the period prior to the Closing Date, the Purchaser shall hold such rebate amount in trust for the Vendor and shall pay such rebate amount to the Vendor as an adjustment to the adjusted Purchase Price that was paid on Closing; and

- (ii) an undertaking wherein the Purchaser shall pay the Vendor any amount received by the Corporation for an HST input tax credit with respect to the Property for the period prior to the Closing Date as an adjustment to the adjusted Purchase Price that was paid on Closing. The parties acknowledge that this undertaking is conditional upon the Vendor undertaking all acts necessary to complete and file for a HST input tax credit on behalf of the Corporation.

3.4 **Subject Loan** The Subject Loan shall continue to be owing by the Corporation, shall be guaranteed by OIC, and shall continue to be secured by the Mortgage, which Mortgage shall, on the Closing Date, be amended to refer to:

- (i) the principal amount outstanding thereunder as \$23,400,000.00;
- (ii) the Balance Due Date in the Charge shall be deleted and replaced with June 1, 2019;
- (iii) the Interest Rate in the Charge shall be deleted and replaced with the following:
 - (a) 4.5% per annum for the first year of the mortgage term;
 - (b) 5% per annum for the second year of the mortgage term;
 - (c) 6% per annum for the third year of the mortgage term; and
 - (d) 7% per annum for the balance of the mortgage term
- (iv) payments shall be made on the first day of each and every month, calculated and payable monthly;
- (v) a required principal payment of \$1,000,000.00 on April 28, 2016; and

- (vi) the Subject Loan shall be open for prepayment at any time or times without notice or bonus.

ARTICLE 4 COVENANTS, REPRESENTATIONS AND WARRANTIES

- 4.1 **Representations and Warranties of the Vendor and Corporation** The Vendor and the Corporation hereby covenant, represent and warrant to the Purchaser, and acknowledges that the Purchaser is relying on such covenants, representations and warranties in entering into this Agreement and performing its obligations hereunder, as follows:

STATUS OF THE VENDOR AND CORPORATION

- (a) **Organization and Good Standing** - The Vendor is an existing partnership under the laws of British Columbia. The Corporation is a corporation duly incorporated, validly organized and validly subsisting, and is in good standing under the laws of its incorporating jurisdiction.
- (b) **Capacity to Carry on Business** - Each of the Vendor and the Corporation has all necessary power, authority and capacity to own its property and assets and to carry on its respective business as presently conducted by it.
- (c) **No Bankruptcy** - Neither the Vendor nor the Corporation has made any assignment for the benefit of creditors nor has any receiving order been made against either of them under the provisions of the *Bankruptcy and Insolvency Act*, nor has any petition for such an order been served upon either of them nor are there any proceedings against either of them in effect under the provisions of the *Winding-Up Act* or the *Companies' Creditors Arrangement Act*.
- (d) **Restrictive Documents** - Neither the Vendor nor the Corporation is subject to, or a party to, any charter or by-law restriction, any Claim, judgment, award, assessment, contract, instrument, Encumbrance, or any other restriction of any kind or character which would prevent the consummation of the transactions contemplated by this Agreement or compliance by the Vendor or the Corporation with the terms, conditions and provisions hereof or which would restrict the ability of the Purchaser to acquire any of the Purchased Shares.

AUTHORITY

- (e) **Due Authorization, etc.** - Each of the Vendor and the Corporation has all necessary power, capacity and authority to enter into this Agreement and to perform its obligations hereunder, including transferring the legal and beneficial ownership of the Purchased Shares to the Purchaser.

- (f) *Absence of Conflicting Agreements* - Neither the Vendor nor the Corporation is a party to, bound or affected by or subject to any indenture, Encumbrance, lease, agreement, instrument, or articles, charter or by-law provision, or law which would be violated, contravened or breached by, or under which default would occur or an Encumbrance arise or commitment or obligation of the Vendor or the Corporation be accelerated as a result of, the execution or delivery of this Agreement or the fulfilment of, or compliance with, any of the terms and conditions hereof or of any of the transactions provided for herein.

ENFORCEABILITY

- (g) *Enforceability of Obligations* - This Agreement constitutes a valid and binding obligation of the Vendor and the Corporation enforceable against each of them in accordance with the terms and conditions hereof.

ASSETS

General

- (h) *Title to Purchased Shares* -The Vendor is (except as otherwise disclosed herein) the absolute beneficial owner of the Purchased Shares, with good and marketable title thereto, free and clear of any and all Encumbrances or rights of others howsoever arising and is exclusively entitled to possess and dispose of the same and in particular, without limitation, there has been no assignment of or in respect of any of the Purchased Shares.
- (i) *Title to the Property* - The Corporation is the legal and beneficial owner of the Property.
- (j) *No Option or Agreement* - No Person has any agreement or option or any right or privilege, whether by law, pre-emptive or contractual, capable of becoming an agreement, for the purchase or other acquisition of all or any of the Purchased Shares except for the Purchaser, to the extent provided for herein.
- (k) *Outstanding Shares* - The issued and outstanding shares in the capital of the Corporation consist of the following:

<u>Shareholder</u>	<u>Issued Shares</u>
Vendor	100 common shares

- (l) *No Obligation to Issue* - No Person has any agreement or option or any right or privilege, whether by law, pre-emptive or contractual, capable of

becoming an agreement, for the issuance of shares in the capital of the Corporation, or for the issuance of securities convertible into shares or for rights, warrants or options.

- (m) ***No Partnerships or Joint Ventures*** - The Corporation is not a partner, beneficiary, trustee, co-tenant, joint venturer or otherwise a participant in any partnership, trust, joint venture, co-tenancy or other similarly jointly owned business undertaking and the Corporation has no investment interests in any business owned or controlled by any third party.
- (n) ***No Shareholders' Agreement*** - There are no shareholders' agreements, unanimous shareholder agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the shares of the Corporation.
- (o) ***No Liabilities of the Corporation*** - There are no liabilities (contingent or otherwise) of the Corporation of any kind whatsoever, and there is no basis for assertion against the Corporation of any liabilities of any kind, other than:
 - (i) liabilities disclosed or reflected in or provided for in the Books and Records;
 - (ii) liabilities incurred since the Books and Records were provided to the Purchaser, such liabilities being incurred in the ordinary course of the routine daily affairs of the Business and, in the aggregate, are not materially adverse to the Business; and
 - (iii) other liabilities disclosed in this Agreement or in the schedules attached hereto.
- (p) ***Taxes*** - The Corporation is not in arrears in filing any tax or other return required to be filed by it, and has paid all taxes which have become due pursuant to such returns.
- (q) ***Litigation*** - The Corporation is not, at the present time, a party to any action, suit or other legal proceeding, judicial or administrative (whether or not purportedly on behalf of the Corporation or the Vendor) pending or, to the best of the knowledge of the Vendor and the Corporation, threatened, by or against or affecting the Corporation, at law or in equity, or before or by any court or any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

- (r) *Contracts and Commitments* - Except as referred to in this Agreement, or in the Books and Records of the Corporation, or in the schedules attached hereto, the Corporation is not a party to any:
 - (i) continuing contract or commitment for the purchase of materials, supplies, equipment or service;
 - (ii) contract or commitment for the purchase or sale of any fixed or capital assets;
 - (iii) management agreement;
 - (iv) contract, agreement or other instrument which materially adversely affects its business or condition or any of its assets or properties or is materially burdensome to it; or
 - (v) material contract or commitment not made in the ordinary course of business.

- (s) *Conduct During Interim Period* - Except as contemplated by this Agreement, or with the prior written consent of the Purchaser, during the interim period between the date of this Agreement to and including the Closing Date, the Vendor will, and will cause the Corporation to:
 - (i) operate the Business only in the ordinary course thereof, consistent with past practices;
 - (ii) take all actions within their control to ensure that the representations and warranties of the Vendor remain true and correct at the Closing Date, with the same force and effect as if such representations and warranties were made at and as of the Closing Date;
 - (iii) promptly advise the Purchaser of any facts that come to their attention which would cause any of the Vendor's representations and warranties herein contained to be untrue in any respect;
 - (iv) take all action to preserve the Business and the goodwill of the Corporation;
 - (v) maintain all of the Corporation's tangible properties and assets in the same condition as they now exist, ordinary wear and tear excepted;

- (vi) maintain the Books and Records in the ordinary course and record all transactions on a basis consistent with past practice;
 - (vii) ensure that the Corporation does not create, incur or assume any long-term debt (including obligations in respect of leases) or create any encumbrance upon or security interest in any of its properties or assets or guarantee or otherwise become liable for the obligations of any other person or make any loans or advances to any person;
 - (viii) ensure that the Corporation does not sell or otherwise dispose of any of its properties or assets except in the ordinary course of the Business;
 - (ix) ensure that the Corporation does not terminate or waive any right of substantial value of the Business;
 - (x) keep in full force all of the Corporation's current insurance policies;
 - (xi) not take any action to amend the articles of incorporation or by-laws of the Corporation except in furtherance of this agreement; and
 - (xii) ensure that the Corporation does not declare or pay any dividends, redeem or repurchase any shares in the capital of the Corporation or make any other distributions in respect of the shares of the Corporation.
- (t) *Vendor Residency* - The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

4.2 **Representations and Warranties of the Purchaser** The Purchaser hereby represents and warrants to the Vendor that:

- (a) *Organization and Good Standing* - The Purchaser is a corporation duly incorporated, validly organized and validly subsisting, and is in good standing under the laws of its incorporating jurisdiction.
- (b) *Capacity to Carry on Business* - The Purchaser has all necessary power, authority and capacity to own its property and assets and to carry on its respective business as presently conducted by it.
- (c) *No Bankruptcy* - The Purchaser has not made any assignment for the benefit of creditors nor has any receiving order been made against it under the provisions of the *Bankruptcy and Insolvency Act*, nor has any petition

for such an order been served upon it nor are there any proceedings against it in effect under the provisions of the *Winding-Up Act* or the *Companies' Creditors Arrangement Act*.

- (d) ***Authority Relative to this Agreement, etc.*** - The Purchaser has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations hereunder.
- (e) ***Enforceability of Obligations*** - This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with the terms hereof.
- (f) ***Absence of Conflicting Agreements*** - The Purchaser is not a party to, bound or affected by or subject to any indenture, Encumbrance, lease, agreement, instrument or Law which would be violated, contravened or breached by, or under which any default would occur or a security interest would arise (except as expressly authorized by this Agreement) or obligation of the Purchaser be accelerated as a result of the execution and delivery by the Purchaser of this Agreement or its performance of its obligations hereunder;

- 4.3 **No Broker** Each of the Parties acknowledges and agrees that all negotiations relating to this Agreement and the transactions contemplated hereby have been carried on between them directly and without the intervention of any third Person, other than Colliers Macaulay Nichols (Ontario) Inc., such that no such Person has or may have any valid Claim against any of the Parties for a brokerage commission, finder's fee, endorsement or other like payment by reason of allegedly having introduced the Purchaser to the Vendor or *vice versa* or done any other act or thing which led directly or indirectly to the execution of this Agreement. The Vendor shall be responsible for any commission or other amount payable to Colliers Macaulay Nichols (Ontario) Inc. in respect of the transaction contemplated hereby.
- 4.4 **Non-Waiver and Reliance on Representations and Warranties** No investigations made by or on behalf of a Party at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other Party hereunder or pursuant hereto, which representations, warranties and covenants shall be deemed to have been relied on by the Party in whose favour they were made. No waiver by any Party of any term or condition hereof, in whole or in part, shall operate as a waiver of any other term or condition for the benefit of that Party.
- 4.5 **Nature and Survival of Representations and Warranties** All statements contained in any certificate or other instrument delivered by or on behalf of a Party pursuant to, or in connection with the transactions contemplated by, this Agreement shall be deemed to be made by such Party hereunder. All

representations, warranties, covenants and agreements herein contained on the part of each of the Parties shall survive the Closing, and the execution and delivery hereunder of any and all bills of sale, instruments of conveyance, assignments or other assurances or instruments of transfer of title to any of the Purchased Shares and the payment of the Purchase Price, provided that such representations and warranties shall only survive until six months after the Closing Date, after which time, if no Claim in writing shall, prior to the expiry of the applicable period, have been made hereunder against a Party hereto with respect to the alleged incorrectness in, or other breach of, any representation or warranty made herein by such Party, such Party shall have no further liability hereunder with respect to such representation or warranty.

ARTICLE 5 INVESTIGATIONS AND DISCLOSURES

- 5.1 **Access for Investigation** The Vendor shall permit the Purchaser and its agents, counsel and accountants or other representatives, between the date hereof and the Closing Time, to have access to those (electronic or other) Books and Records and other data of the Corporation relating to the Business, the Property, the Subject Loan or the Purchased Shares and to furnish to the Purchaser such financial and operating information and other data with respect to the Business, the Corporation, the Subject Loan and the Purchased Shares as the Purchaser may from time to time reasonably request, to enable the Purchaser to verify the matters represented and warranted in Section 4.1 hereof. The Purchaser's representatives shall, at the Purchaser's cost and expense be allowed to make a reasonable number of copies of all such records. Without limiting the generality of the foregoing, the external accounting, and business representatives of the Purchaser shall be afforded ample opportunity to make a full investigation of the representations and warranties of the Vendor with respect to the financial affairs of the Business and the Corporation.
- 5.2 **Confidentiality** Until the Closing Time, and in the event of the termination of this Agreement without the consummation of the transactions contemplated hereby for any reason other than a reason attributable to the Vendor, the Purchaser shall keep confidential (and shall not utilize with respect to its own business affairs) any information (unless readily available from public or published information or sources) obtained from the Vendor and shall use its reasonable best efforts to ensure that its representatives do the same. If this Agreement is so terminated, promptly after such termination, all documents, work papers and other written material obtained from one Person in connection with this Agreement and not theretofore made public (including all copies thereof), shall be returned to the Person which provided such material.

ARTICLE 6
CONDITIONS PRECEDENT

6.1 **Purchaser's Conditions** The obligation of the Purchaser to complete the transactions which are the subject of this Agreement shall be subject to the satisfaction of, or compliance with, as applicable at or before the Closing Time, each of the following conditions precedent (each of which is hereby acknowledged by the Vendor to be inserted for the exclusive benefit of the Purchaser and may be waived by the Purchaser in whole or in part):

(a) *Truth and Accuracy of Representations of Vendor at the Closing Time* - All of the representations and warranties of the Vendor made in or pursuant to this Agreement, including the representations and warranties made by the Vendor set forth in Section 4.1 shall be true and correct in all material respects at the Closing Time and the Purchaser shall have received a certificate from an officer of the Vendor confirming the truth and correctness in all material respects of the representations and warranties of the Vendor;

(a) *Receipt of Closing Documentation* - All instruments of conveyance and other documentation to be executed by the Vendor or its appointees relating to the sale of the Purchased Shares and the amendment of the Mortgage and the Subject Loan including:

- (i) transfers of shares;
- (ii) original share certificates, duly endorsed in blank;
- (iii) stock transfers and proxies;
- (iv) resolutions relating to the due authorization and completion of such sale and the transfer of the Purchased Shares;
- (v) the resignations referred to in Subsection 6.1(c);
- (vi) a bringdown certificate relating to the representations, warranties and covenants of the Vendor hereunder; and
- (vii) a mortgage amending agreement amending the Mortgage,

and all actions and proceedings taken on or prior to the Closing in connection with the performance by the Vendor of its obligations under this Agreement shall be reasonably satisfactory to the Purchaser and its counsel in order to establish the consummation of the transactions contemplated hereby and the taking of all proper corporate proceedings in connection therewith in compliance with these conditions, in form (as to

certification and otherwise) and substance reasonably satisfactory to the Purchaser and its counsel, and shall have been executed by the Vendor;

- (b) **Resignations** - All of the officers and directors of the Corporation shall have resigned and been replaced by nominees of the Purchaser;
- (c) **Discharge Encumbrances** - The Vendor shall have discharged at its own expense on or before the Closing Date all Encumbrances against the Purchased Shares; and
- (d) **Performance of Obligations** - The Vendor shall have performed or complied with all of its covenants, agreements and other obligations hereunder (whether or not the performance thereof is expressly mentioned as a condition precedent elsewhere in this Section 6.1).
- (e) **Material Adverse Change** - There shall be no material adverse change in the Business or in the condition of the Corporation, however arising, except changes which have occurred in the ordinary course of the Business and which, individually or in the aggregate, have not affected and may not affect the Business or the condition of the Corporation in any material adverse respect.

6.2 **Vendor's Conditions** The obligation of the Vendor to complete the sale of the Purchased Shares hereunder shall be subject to the satisfaction of or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is hereby acknowledged to be inserted for the exclusive benefit of the Vendor and may be waived by it in whole or in part):

- (a) **Truth and Accuracy of Representations of the Purchaser at Closing Time** - All of the representations and warranties of the Purchaser made in or pursuant to this Agreement, including the representations and warranties made by the Purchaser and set forth in Section 4.2 hereof, shall be true and correct in all material respects at the Closing Time and with the same effect as if made at the Closing Time and the Vendor shall have received a certificate from one of the Purchasers confirming the truth and correctness in all material respects of such representations and warranties of the Purchaser;
- (b) **Receipt of Closing Documentation** - All instruments of conveyance and other documentation to be executed by the Purchaser or the Corporation relating to the sale of the Purchased Shares and the amendment of the Mortgage and the Subject Loan including:
 - (i) the guarantees referred to in Sections 3.4 and 9.5;

- (ii) a bringdown certificate relating to the representations, warranties and covenants of the Purchaser hereunder; and
- (iii) a mortgage amending agreement amending the Mortgage,

and all actions and proceedings taken on or prior to the Closing in connection with the performance by the Purchaser of its obligations under this Agreement shall be reasonably satisfactory to the Vendor and its counsel in order to establish the consummation of the transactions contemplated hereby and the taking of all proper corporate proceedings in connection therewith in compliance with these conditions, in form (as to certification and otherwise) and substance reasonably satisfactory to the Vendor and its counsel, and shall have been executed by the Purchaser and the Corporation, as applicable; and

- (c) *Performance of Agreement* - The Purchaser shall have performed or complied with, in all respects, all of its other obligations, covenants and agreements hereunder (whether or not the performance thereof is expressly mentioned as a condition precedent elsewhere in this Section 6.2), including without limitation the payment of the amount referred to in Section 3.1(b).

ARTICLE 7 INDEMNIFICATION

- 7.1 **Vendor Indemnifications for Breaches of Warranty, etc.** The Vendor hereby covenants and agrees with the Purchaser, and the Purchaser hereby covenants and agrees with the Vendor (the Party or Parties so covenanting and agreeing to indemnify another Party being hereinafter in this Section 7.1 referred to as the "Indemnifying Party" and the Party so to be indemnified being hereinafter called the "Indemnified Party") to indemnify the Indemnified Party against, and save harmless the Indemnified Party from, effective as and from the Closing Time, any and all Claims which may be made or brought against the Indemnified Party and/or which it may suffer or incur as a result of, in respect of, or in any way arising out of any non-fulfilment of any covenant or other agreement on the part of the Indemnifying Party under this Agreement or any incorrectness in or breach of any representation or warranty of the Indemnifying Party contained herein or in any certificate or other document furnished by the Indemnifying Party pursuant hereto. The foregoing obligation of indemnification in respect of such Claims shall be subject to the limitation mentioned in Section 4.5 hereof respecting the survival of the representations and warranties of the Parties.

**ARTICLE 8
DISPUTE RESOLUTION**

- 8.1 **Dispute Resolution** Any Claim, dispute, difference or controversy between or among the Parties hereto arising out of, or relative to, this Agreement which cannot be settled by reference to other terms of this Agreement or by mutual understanding between the Parties shall be submitted to arbitration by a single arbitrator in accordance with the provisions of the *Arbitration Act, 1991* (Ontario).
- 8.2 **Final and Binding** The award of any arbitrator appointed pursuant to Section 8.1 shall be final and binding, and the parties undertake to carry out its terms, as applicable to them respectively, promptly.
- 8.3 **Costs** The parties shall bear their own respective costs incurred in connection with any arbitration, provided that any costs incurred by a party to enforce an award of the Arbitrator shall be borne by the party resisting enforcement. The charges of any arbitrator appointed pursuant to Section 8.1 shall be borne one-half by each party.

**ARTICLE 9
GENERAL**

- 9.1 **Public Notices** All public notices to Persons other than the Parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and co-ordinated by the Vendor and the Purchaser and no Party shall act unilaterally in this regard without the prior approval of the Vendor and the Purchaser or the other of them, such approval not to be unreasonably withheld.
- 9.2 **Expenses** Except where otherwise expressly provided herein to the contrary, all costs and expenses (including the fees and disbursement of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the party incurring same.
- 9.3 **Time** Time shall be of the essence hereof.
- 9.4 **Notices** Any notice, statement, document or other communication required or permitted to be given to any party or parties pursuant to any of the provisions of this Agreement shall be sufficiently given if such notice, statement, document or other communication is in writing and is delivered to such party or parties, or sent by facsimile transmission or by prepaid registered mail addressed to such party or parties as follows:

to the Vendor at:

1185 West Georgia Street
Vancouver, B.C.
V6E 4E6

Facsimile No.: 604-638-2775

with a copy to its solicitor:

Blaney McMurtry LLP
2 Queen Street East, Suite 1500
Toronto, Ontario
M5C 3G5
Attention: Robert Cohen

Facsimile No.: 416-593-5437
E-mail: rcohen@blaney.com

to the Purchaser at:

3550 Victoria Park Avenue, Suite 408
Toronto, Ontario
M2H 2N5
Facsimile No. 416-493-0922

with a copy to its solicitor:

Garry Shapiro Law
333 Sheppard Avenue East, Suite 201
Toronto, Ontario
M2N 3B3

Facsimile No.: 416-224-0818
E-mail: gshapiro@garryshapirolaw.com

or to such other address for such party or parties as any of them may from time to time notify the other parties in the manner hereinbefore in this Section 10.4 provided, and any such notice, statement, document or other communication shall be deemed to have been received by any such party when delivered to it or him, or if by facsimile transmission on the Business Day following the date of successful transmission indicated on the confirmation report produced by the sender's facsimile machine, or if mailed as aforesaid, on the third Business Day following the day on which it was so mailed, provided that for such purposes, no day during which there shall be strike or other occurrence which shall interfere with normal mail delivery shall be considered a Business Day.

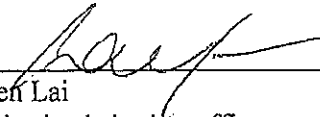
- 9.5 **Assignment** The Purchaser shall have the right at any time, but not less than 10 days prior to the Closing Date, to assign this Agreement to any Person, provided that it delivers notice to the Vendor of such assignment, together with the assignee's covenant under seal in favour of the Vendor to be bound hereby as Purchaser, and OIC shall be responsible for the obligations of the Purchaser hereunder and shall execute a guarantee on Closing of the obligations of the Purchaser hereunder and of the Corporation under the Mortgage. Subject to the foregoing provisions of this Section, neither this Agreement nor any rights or obligations hereunder shall be assigned or transferred by any Party without the prior written consent of each of the other Parties, and this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.
- 9.6 **Further Assurances** The Parties hereto shall with reasonable diligence do all such acts and things and provide all such reasonable assurances as may be reasonably required to consummate the transactions contemplated hereby, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to give effect to the terms and conditions of this Agreement, whether before or after the Closing.
- 9.7 **Counterparts** This Agreement may be executed in any number of counterparts, and/or by facsimile, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Any party executing this Agreement by facsimile shall, as soon as practicable following execution of this agreement, provide an originally executed counterpart of this Agreement
- 9.8 **Non-merger** All covenants and other agreements of the Parties herein contained shall, unless the context otherwise requires, survive the Closing and not merge thereon.
- 9.9 **Risk of Loss** From the date hereof until the completion of the Closing, the Purchased Shares shall be and remain at the sole risk of the Vendor.

Signing page follows

IN WITNESS WHEREOF the Parties have hereunto duly executed this Agreement the day and year first above written.

TREZ REAL ESTATE OPERATING PARTNERSHIP, by its partners,

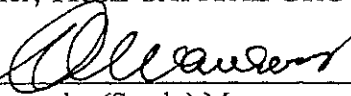
1048645 B.C. LTD.

Per: 
Name: Ken Lai
Title: Authorized signing officer

I have authority to bind the corporation

and

TREZ CAPITAL GROUP LIMITED PARTNERSHIP, by its general partner, TREZ CAPITAL GROUP GP INC.

Per: 
Name: Alexander (Sandy) Manson
Title: Authorized signing officer

I have authority to bind the corporation and the partnership

NORSTAR INVESTMENT CONSORTIUM INC.

Per: _____
Name:
Title:

I have authority to bind the corporation

2481043 ONTARIO INC.

Per: _____
Name: Michael J.R. Nisker
Title: Authorized Signing Officer

I have authority to bind the corporation

IN WITNESS WHEREOF the Parties have hereunto duly executed this Agreement the day and year first above written.

TREZ REAL ESTATE OPERATING PARTNERSHIP, by
its partners,

1048645 B.C. LTD.

Per: _____
Name: Ken Lai
Title: Authorized signing officer

I have authority to bind the corporation

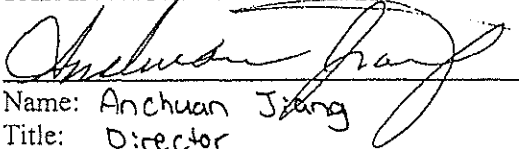
and

TREZ CAPITAL GROUP LIMITED PARTNERSHIP, by
its general partner, TREZ CAPITAL GROUP GP INC.

Per: _____
Name: Alexander (Sandy) Manson
Title: Authorized signing officer

I have authority to bind the corporation and the partnership

NORSTAR INVESTMENT CONSORTIUM INC.

Per: 
Name: Anchuan Jiang
Title: Director

I have authority to bind the corporation

2481043 ONTARIO INC.

Per: _____
Name: Michael J.R. Nisker
Title: Authorized Signing Officer

I have authority to bind the corporation

IN WITNESS WHEREOF the Parties have hereunto duly executed this Agreement the day and year first above written.

TREZ REAL ESTATE OPERATING PARTNERSHIP, by its partners,

1048645 B.C. LTD.

Per: _____
Name: Ken Lai
Title: Authorized signing officer

I have authority to bind the corporation

and

TREZ CAPITAL GROUP LIMITED PARTNERSHIP, by its general partner, TREZ CAPITAL GROUP GP INC.

Per: _____
Name: Alexander (Sandy) Manson
Title: Authorized signing officer

I have authority to bind the corporation and the partnership

NORSTAR INVESTMENT CONSORTIUM INC.

Per: _____
Name:
Title:

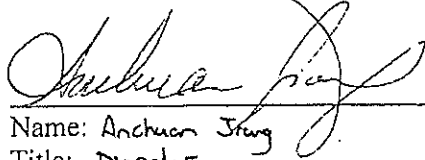
I have authority to bind the corporation

2481043 ONTARIO INC.

Per: _____
Name: Michael J.R. Nisker
Title: Authorized Signing Officer

I have authority to bind the corporation


ONTARIO INTERNATIONAL COLLEGE
INC./COLLEGE INTERNATIONAL DE L'ONTARIO
INC.

Per: 
Name: Anchuon Jung
Title: Director

I have authority to bind the corporation

TAB I

THIS IS **EXHIBIT "I"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS ^hth DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BURRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

LRO # 80 Notice

Received as AT4139375 on 2016 02 05 at 14:19

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

yyyy mm dd Page 1 of 7

Properties

PIN 10117 - 0593 LT
Description PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043; TORONTO (N YORK) , CITY OF TORONTO
Address 1450 DON MILLS ROAD
 TORONTO

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name 2481043 ONTARIO INC.
Address for Service 401 Bay Street, Suite 1404
 Toronto, Ontario
 M5E 2Y4

I, Michael J.R. Nlsker, Authorized Signing Officer, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
--------------------	-----------------	--------------

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

I, Samuel S. Liaw, Administrator, MBS, and I, Stefan Chabane, Professional, MBS, have the authority to bind the corporation
 This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.
 This notice may be deleted by the Land Registrar when the registered instrument, AT4018127 registered on 2015/09/25 to which this notice relates is deleted
 Schedule: See Schedules

JAMES H. McBEATH

Signed By

Robert Cohen	2 Queen Street East Suite 1500 Toronto M5C 3G5	acting for Applicant(s)	Signed	2016 02 05
--------------	--	----------------------------	--------	------------

Tel 416-593-1221
Fax 416-593-5437

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

Submitted By

BLANEY MCMURTRY LLP	2 Queen Street East Suite 1500 Toronto M5C 3G5	2016 02 05
---------------------	--	------------

Tel 416-593-1221
Fax 416-593-5437

Fees/Taxes/Payment

Statutory Registration Fee	\$62.85
Total Paid	\$62.85

LRO # 80 Notice

Received as AT4139375 on 2016 02 05 at 14:19

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

yyyy mm dd Page 2 of 7

File Number

Applicant Client File Number : 0892260163

Party To Client File Number : 0892260163

AGREEMENT AMENDING CHARGE/MORTGAGE

THIS AGREEMENT made as of the 18th day of January, 2016.

BETWEEN:

2481043 ONTARIO INC.
(hereinafter referred to as the "Chargor")

PARTY OF THE FIRST PART

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA,
(hereinafter referred to as the "Chargee")

PARTY OF THE SECOND PART

WHEREAS:

- A. By a Charge/Mortgage registered in the Land Titles Division of Toronto (No. 80) (the "Land Registry Office") on the 25th day of September, 2015 as Instrument No. AT4018127, the Chargor mortgaged the lands and premises legally described in Schedule "A" attached hereto and municipally known as 1450 Don Mills Road, Toronto, Ontario (the "Property") in favour of the Chargee to secure payment of the principal sum of THIRTY MILLION DOLLARS (\$30,000,000.00) with interest as therein set out upon the terms therein mentioned (the "Charge").
- B. The Chargee and Chargor have agreed to amend the Charge on the terms and conditions as herein set forth.
- C. Any terms not defined herein shall have the meanings ascribed to them in the Mortgage Commitment, as hereinafter defined.

NOW THEREFORE WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) and other good and valuable consideration paid by each of the parties to one another, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agreement as follows:

1 RECITALS

- 1.1 The Chargor and the Chargee acknowledge and confirm that the above recitals are complete and accurate in all material respects.

2 AMENDMENTS TO CHARGE

- 2.1 The Principal amount referred to on the first page of the Charge is hereby deleted and replaced with \$23,400,000.00 and the remaining reference to the Principal Amount in the Charge is hereby deleted.
- 2.2 The Balance Due Date referred to on the first page of the Charge is hereby deleted and replaced with June 1, 2019.
- 2.3 The Interest Rate referred to on the first page of the Charge is hereby deleted and replaced with the following:
 - a. 4.50% per annum for that portion of the first year of the mortgage term, commencing January 18, 2016.
 - b. 5.00% per annum for the second year of the mortgage term.
 - c. 6.00% per annum for the third year of the mortgage term
 - d. 7.00% per annum for the balance of the mortgage term.
- 2.4 The Interest Adjustment Date referred to on the first page of the Charge is hereby deleted and replaced with January 18, 2016.

- 2.5 The First Payment Date referred to on the first page of the Charge is hereby deleted and replaced with February 1, 2016. Payments thereafter will be on the first days of each and every month, calculated and payable monthly.
- 2.6 The Last Payment Date referred to on the first page of the Charge is hereby deleted and replaced with June 1, 2019.
- 2.7 The Schedule to the Charge is hereby amended by deleting the INTEREST ACCRUAL BUDGET and MONTHLY PAYMENTS provision.
- 2.8 The Schedule to the Charge is hereby amended by inserting in the PRINCIPAL PAYMENT Provision and inserting:
- PRINCIPAL PAYMENT**
- A principal payment of \$1,000,000.00 is to be made on April 28, 2016.
- 3 **GENERAL TERMS AND PROVISIONS**
- 3.1 The Chargor and the Chargee covenant and agree that, except as amended by this Agreement, the covenants, agreements, terms, conditions and provisions of the Charge shall remain in full force and effect.
- 3.2 The Chargor and the Chargee acknowledge and agree that there are no existing holdbacks, setoffs and/or undisclosed equities existing between the Chargor and the Chargee.
- 4 **NO NOVATION**
- 4.1 The Chargor and the Chargee acknowledge and agree that the extension and amendment of the Charge by this Agreement does not constitute a novation of, nor does it create a new mortgage or charge between the parties in any respect.
- 5 **COUNTERPARTS AND ELECTRONIC TRANSMISSION**
- 5.1 This Agreement may be executed in any number of counterparts. A party may send a copy of its executed counterpart to the other party by facsimile or other form of electronic transmission instead of delivering a signed original copy of that counterpart. Each executed counterpart (including each copy sent by facsimile or other form of electronic transmission) shall be deemed to be an original and all executed counterparts taken together shall constitute one agreement.

[Continued on Page 3 with signatures]


6 **BINDING ON SUCCESSORS**

6.1 All rights, advantages, privileges, immunities and powers exercisable by the Chargee or the Chargor under the Charge as amended herein shall be equally exercisable by their respective successors and assigns.

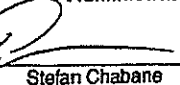
6.2 All covenants, liabilities and obligations entered into or imposed by this Agreement on the Chargor or the Chargee shall be equally binding upon their respective successors and assigns.

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

COMPUTERSHARE TRUST COMPANY OF 2481043 ONTARIO INC.
CANADA

Per:  **Samuel S. Liaw**
Name: **Administrator, MBS**
Title:

Per: _____
Name: Michael J. R. Nisker
Title: Authorized Signing Officer

Per: 
Name: **Stefan Chabane**
Title: **Professional, MBS**

I have authority to bind the Corporation.

We have authority to bind the Corporation.

6 **BINDING ON SUCCESSORS**

6.1 All rights, advantages, privileges, immunities and powers exercisable by the Chargee or the Chargor under the Charge as amended herein shall be equally exercisable by their respective successors and assigns.

6.2 All covenants, liabilities and obligations entered into or imposed by this Agreement on the Chargor or the Chargee shall be equally binding upon their respective successors and assigns.

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

COMPUTERSHARE TRUST COMPANY OF 2481043 ONTARIO INC.
CANADA

Per: _____
Name:
Title:

Per: _____
Name: Michael J. R. Nisaker
Title: Authorized Signing Officer

Per: _____
Name:
Title:

I have authority to bind the Corporation.

We have authority to bind the Corporation.

SCHEDULE "A"

LEGAL DESCRIPTION

PIN 10117-0593(LT)

PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043; TORONTO (N YORK), CITY OF TORONTO

municipally known as 1450 Don Mills Road, Toronto, Ontario

TAB J

THIS IS **EXHIBIT "J"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS ¹⁵th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BARRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

GUARANTEE AND POSTPONEMENT OF CLAIM

To: TREZ CAPITAL LIMITED PARTNERSHIP and/or its nominee (the "Lender")

And To: COMPUTERSHARE TRUST COMPANY OF CANADA (the "Chargee")

WHEREAS 2481043 Ontario Inc. (the "Borrower") is the registered owner of those lands and premises legally described in Schedule "A" attached hereto (the "Property");

AND WHEREAS to assist the Borrower in its acquisition of the Property, the Lender agreed to loan the principal sum of \$30,000,000.00 to the Borrower (the "Loan");

AND WHEREAS as security for the Loan, the Borrower granted and delivered to the Lender a first Charge/Mortgage against the Property in favour of the Chargee, as trustee/custodian for the Lender, securing the Loan together with interest and all costs which was registered in the Land Titles Division of the Toronto Registry Office (No. 66) on September 25, 2015 as Instrument No. AT4018127 (the "Original Charge");

AND WHEREAS Trez Real Estate Operating Partnership, the sole shareholder of the Borrower, has agreed to sell to NORSTAR INVESTMENT CONSORTIUM INC. all of the issued and outstanding shares of the Borrower (the "Share Purchase") pursuant to a Share Purchase Agreement dated January , 2016 (the "Share Purchase Agreement").

AND WHEREAS pursuant to the terms of the Share Purchase Agreement, the Original Charge is to be amended to, *inter alia*, reflect the principal amount outstanding thereunder as TWENTY THREE MILLION FOUR HUNDRED THOUSAND (\$23,400,000.00) (the Original Charge, as amended, is collectively referred to herein as the "Charge").

AND WHEREAS the Lender, as a condition of allowing the Share Purchase to be completed, required ONTARIO INTERNATIONAL COLLEGE INC./COLLEGE INTERNATIONAL DE L'ONTARIO INC. (the "Covenantor") to provide its guarantee in respect of the repayment of monies secured by the Charge;

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

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

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

1. The Lender or Chargee may grant time, renewals, extensions, indulgences, releases and discharge or take additional security from and give up the same in any or all of the security it is receiving from the Borrower, abstain from taking any enforcement proceedings it may be entitled to and otherwise deal with the Borrower and others as the Lender and Chargee may see fit, including entering into any renewal agreements, extension agreements, amending

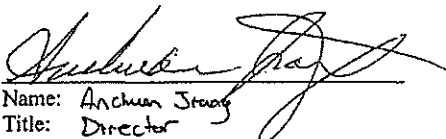
agreements or dealing with the Charge in any other manner, and may apply all monies at any time received from the Borrower or others upon such part of the obligation of the Borrower as the Lender and Chargee deems best and change any such application in whole or in part, without in any way limiting or lessening the liabilities of the Covenantor to the Lender or the Chargee.

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

9. The covenants herein shall be in addition to and not in substitution for any other guarantees or other securities which the Lender and Chargee may now or hereafter hold in respect of the monies secured by the Charge and the Lender and Chargee shall be under no obligation to marshal in favour of the Covenantor any other covenants or other securities or any monies or other assets which the Lender or the Chargee may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other covenants or other securities the Lender or the Chargee may now or hereafter hold in respect of the monies secured by the Charge.
10. The statement in writing of the Lender of the monies owing by the Borrower to the Lender or of any other default under this Charge shall be binding upon the Covenantor and conclusive against it unless an error has been made and all right to question in any way the Lender's present or future method of dealing with the Borrower or any dealing with any person or persons now or hereafter liable to the Lender for the monies hereby secured or any part thereof or with any security now or hereafter held by the Lender or with any goods or property covered by such security is hereby waived.
11. The Covenantor agrees that the Lender or Chargee shall not be obliged to make any demand upon, or take any proceedings, or action against the Borrower or any other person before pursuing its rights against the Covenantor pursuant hereto. In the event the Lender or Chargee in its absolute discretion makes demand upon the Covenantor, the Covenantor shall be held and be bound to the Lender or the Chargee directly as principal debtor in respect of the payment of the amounts hereby guaranteed. Demand for payment shall be deemed to have been effectively made upon the Covenantor if and when an envelope containing such demand addressed to the Covenantor, at the address of the Covenantor last known to the Lender, is posted, postage prepaid, in the post office. All payments hereunder shall be made to the Lender, c/o 1185 West Georgia Street, Suite 1550, Vancouver, BC V6E 4E6.
12. Prior to executing this Guarantee and Postponement of Claim, the Covenantor confirms and acknowledges being provided with true copies of all documentation provided by the Borrower to the Lender and the Chargee in respect of the Loan and the Charge including, without limiting the generality of the foregoing, the Share Purchase Agreement, the Charge and Standard Charge Terms No. 200033, and the Covenantor confirms it has had the meaning and import of the terms and provisions of these documents explained to it and also had an opportunity to seek independent legal advice separate and apart from the Borrower. The Covenantor further confirms that the Covenantor is fully aware of the nature and effect of this Guarantee and Postponement of Claim and the obligations which arise hereunder in respect of the Charge and its liabilities and rights hereunder and have entered into this Guarantee and Postponement of Claim of its own volition and without fear, threats, compulsion, influence or pressure from the Borrower or any other covenantor in respect of the Loan.
13. The covenants herein may be assigned by the Lender and the Lender or the Chargee in conjunction with an assignment of the Loan and shall remain in full force and effect notwithstanding any change in the ownership or control of the Charge. In the event of the foregoing the Lender and the Chargee agree to use its best efforts to ensure notice of the transfer or assignment of the Charge and this covenant is provided, but failure to provide such notice shall not in any way invalidate or terminate the Covenantor's obligations herein.
14. This instrument covers all agreements between the parties hereto relative to this Guarantee and Postponement of Claim, and none of the parties shall be bound by any representation, warranty or promise made by any person relative thereto which is not embodied herein.
15. This Guarantee and Postponement of Claim shall extend to and enure to the benefit of the Lender and the Chargee and their respective successors and assigns, and every reference herein to the Covenantor is a reference to and shall be construed as including the undersigned and its successors and permitted assigns of the undersigned to and upon all of whom this Guarantee and Postponement of Claim shall extend and be binding.
16. This Guarantee and Postponement of Claim shall be governed by the laws of the Province of Ontario.

THE UNDERSIGNED HEREBY executes and delivers this Guarantee and Postponement of Claim as of the 4 day of February, 2016.

ONTARIO INTERNATIONAL COLLEGE
INC./COLLEGE INTERNATIONAL DE L'ONTARIO
INC.

Per: 
Name: Anshun Jiang
Title: Director

I have authority to bind the corporation

SCHEDULE "A"

LEGAL DESCRIPTION


PIN 10117-0593(LT)

PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043; TORONTO (N YORK), CITY OF TORONTO

municipally known as 1450 Don Mills Road, Toronto, Ontario

TAB K

THIS IS EXHIBIT "K" REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 5th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BARRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

FORBEARANCE AGREEMENT

THIS AGREEMENT made this 5th day of October 2016

B E T W E E N:

COMPUTERSHARE TRUST COMPANY OF
CANADA and TREZ CAPITAL LIMITED
PARTNERSHIP

(collectively the "Lender")

OF THE FIRST PART

A N D:

2481043 ONTARIO INC.

(hereinafter the "Borrower")

OF THE SECOND PART

A N D:

ONTARIO INTERNATIONAL COLLEGE INC. / COLLEGE
INTERNATIONAL DE L'ONTARIO INC.

(hereinafter the "Guarantor")

OF THE THIRD PART

A N D

JAMES H. MORRIS

NORSTAR INVESTMENT CONSORTIUM INC.

(hereinafter the "Beneficial Owner")

OF THE FOURTH PART

WHEREAS:

- a) the Borrower is the registered owner of those lands and premises municipally known as 1450 Don Mills Road, Toronto, Ontario and legally described in Schedule "A" attached hereto (the "Property");
- b) Trez Real Estate Operating Partnership ("Trez"), the previous sole shareholder of the Borrower, agreed to sell to the Beneficial Owner, all of the issued and outstanding shares of the Borrower pursuant to a Share Purchase Agreement

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between Trez, the Beneficial Owner, the Borrower and the Guarantor (the "Share Purchase Agreement");

- c) pursuant to the terms of the Share Purchase Agreement, by agreement dated January 18, 2016 (the "Charge Amending Agreement"), the Borrower and the Lender agreed to amend the Charge bearing Instrument No. AT4018127 (the "Charge") to *inter alia* reflect the principal amount outstanding thereunder as \$23,400,000 (the "Loan") ;
- d) pursuant to the terms of the Charge Amending Agreement, except as amended therein, the covenants, agreements, terms, conditions and provisions of the Charge remained in full force and effect;
- e) the Lender, as a condition of the Share Purchase Agreement, required the Guarantor to provide its guarantee in respect of the repayment of the Charge pursuant to the terms of the Guarantee and Postponement of Claim dated February 4, 2016 (the "Guarantee");
- f) in or about April 2016: (i) the Borrower and the Beneficial Owner advised the Lender that the Borrower would fail to make the April Principal Payment as required by the terms of the Charge (the "Principal Payment Default"); and (ii) the Borrower and the Beneficial Owner failed to pay the invoices and accounts listed in Schedule "B" as required by the terms of the Loan and the Share Purchase Agreement (the "Invoice Payment Default");
- g) as a result of the Principal Payment Default and the Invoice Payment Default, each of which constituted events of default pursuant to the terms of the Loan and the Share Purchase Agreement, in April 2016, the Lender and Borrower negotiated a forbearance agreement and the Lender delivered a draft forbearance agreement to the Borrower at the request of the Borrower;
- h) ultimately, the Borrower paid the April Principal Payment on April 28, 2016, which obviated the need to proceed with the contemplated forbearance agreement. However, the Lender incurred legal fees in the amount of \$13,826.75 relating to the Principal Payment Default and Invoice Payment Default and the preparation and negotiation of the contemplated forbearance agreement; (the "Lender's Legal Fees");
- i) to date, the Borrower and Beneficial Owner have failed to pay \$13,826.75 of the Lender's Legal Fees that remain outstanding, as required by the Loan (the "Unpaid Legal Fees");
- j) to date, the Borrower and Beneficial Owner have also failed to pay property taxes as they fell due, as required by the Loan, and as at August 22, 2016, the property taxes and interest in arrears was \$507,616.72 (the "Property Tax Default");
- k) the Borrower and Beneficial Owner have failed to pay the monthly interest

payment in the amount of \$82,524.95 that was due on October 1, 2016 as required by the Loan (the "**October Interest Payment Default**");

- l) the Unpaid Legal Fees, Property Tax Default and the October Interest Payment Default are events of default pursuant to the terms of the Loan;
- m) the Borrower was also required to make a property tax instalment payment on September 1, 2016 in the amount of \$97,368.69 (the "**September Instalment**");
- n) by letter dated September 1, 2016 the Lender made demand on the Loan (the "**Demand Notice**") and issued a Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (the "**BIA Notice**");
- o) the Lender has agreed to forbear from taking any further steps to enforce the security held by the Lender until June 1, 2019 (the "**Forbearance Date**") on the terms and conditions set forth herein;
- p) the Lender is in no way waiving its rights to continue to enforce the Demand Notice and enforcement of its security, upon the earlier termination of the Forbearance Period and a Forbearance Terminating Event (as defined herein); and

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TEN DOLLARS (\$10.00) now paid by the Borrower, the Guarantor and the Beneficial Owner to the Lender and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree as follows:

ARTICLE 1.00 – RECITALS AND ACKNOWLEDGEMENTS

- 1.1 The parties hereto acknowledge and confirm that the recitals are true and accurate.
- 1.2 The Borrower, the Guarantor and the Beneficial Owner acknowledge that the Borrower is in default of its obligations owing to the Lender under the Loan. The Borrower, the Guarantor and the Beneficial Owner acknowledge that the Lender is entitled to terminate the Loan and no further credit is available to the Borrower thereunder.
- 1.3 The Borrower, the Guarantor and the Beneficial Owner acknowledge that as at August 31, 2016, the Borrower was indebted to the Lender in the amount of \$22,499,334.04 plus accrued and ongoing interest, reasonable costs accruing after August 31, 2016 and the fees in Article 4 below (collectively, the "**Indebtedness**"), without right of set-off or defense or equity which would reduce the amounts currently owing, and notwithstanding the provisions of the *Limitations Act, 2002*, based on their current knowledge or what they ought to know in the circumstances.
- 1.4 The Borrower, the Guarantor and the Beneficial Owner also acknowledge its obligations under the Loan to pay the property tax in arrears of \$507,616.72 and the September Instalment of \$97,368.69 to the City of Toronto;

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- 1.5 The Borrower, the Guarantor and the Beneficial Owner acknowledge that the security for the Indebtedness provided by each of them as set out in Schedule "C" (the "Security"), is valid and enforceable by the Lender in accordance with its respective terms without defence or right of set-off or equity, as of the date hereof, and that the Lender shall be free to exercise its rights under the security at the end of the Forbearance Period (defined below) or upon a Forbearance Terminating Event (defined below), without interference, objection or action by the Borrower, the Guarantor or the Beneficial Owner in respect of the validity or enforceability of the security and that the Lender is relying upon this acknowledgement in providing its agreement as set forth herein.
- 1.6 The Borrower, the Guarantor and the Beneficial Owner hereby consent to the terms of the Lender's forbearance and other accommodations as set out herein. The Borrower, the Guarantor and the Beneficial Owner specifically acknowledge that they have, as of the date hereof, no defences, counterclaims or rights of set-off or reduction to any claims which might be brought by the Lender under the security granted by the Borrower or the Guarantor to the Lender or in respect of the Loan, notwithstanding the provisions of the *Limitations Act, 2002*.
- 1.7 The Borrower, the Guarantor and the Beneficial Owner hereby agree that, upon the execution of this Agreement, they shall each absolutely and irrevocably release the Lender, its officers, directors, employees, solicitors and agents (the "Releasees"), of and from any and all claims which they may have in respect of their default against the Releasees up to and including the date hereof including, without limitation, any actions taken by the Lender in dealing with the Borrower, the Guarantor, the Beneficial Owner, the Charge or with the administration of the Borrower's accounts with the Lender.
- 1.8 The Borrower, the Guarantor and the Beneficial Owner hereby agree that the Demand Notice remains in full force and effect throughout the Forbearance Period (defined below) and that the Lender has not, and will not be deemed to have waived, varied, altered or withdrawn same; and
- 1.9 The Guarantor hereby certifies that the most recent net worth statements provided by to the Lender remain accurate.

ARTICLE 2.00 – COVENANTS

- 2.1 During the Forbearance Period, the Borrower, the Guarantor and the Beneficial Owner:
- (a) agree to remedy the Property Tax Default by paying the property taxes in arrears and the September Instalment, and provide documentary proof of payment to the Lender, in accordance with the following timetable:
- (i) \$98,000 on or before October 10, 2016;
 - (ii) \$98,000 on or before October 31, 2016;
 - (iii) \$98,000 on or before November 30, 2016;

(iv) \$310,985.41, plus additional interest and penalties to be charged by the city since August 10, 2016, on or before December 31, 2016;

(the "Property Tax Payment Schedule").

- (b) payment of the Unpaid Legal Fees in the amount of \$13,826.75 and payment of all of the the legal fees incurred in connection with preparing this agreement, (collectively, the "Total Legal Fees") to be made on or before October 10, 2016;
- (c) agree to remedy the October Interest Payment Default by October 10, 2016;
- (d) agree to provide the Lender the following additional security, in the form set out in Schedule "D";
- (e) agree to provide the Lender confirmation that the Property is adequately insured in a form that is to be approved by the Lender on or before October 10, 2016;
- (f) agree, pursuant to the Borrower's obligations under the Share Purchase Agreement, to:
 - (i) provide the Lender with a sworn and commissioned affidavit in the form set out in Schedule "E" as well as any other documents, information or instruments required in order to permit the Lender to achieve payment to the Borrower of the amount of the vacancy rebate for the 2015 taxation year. The Borrower will provide the commissioned affidavit to the Lender by October 10, 2016; and
 - (ii) pay the Lender an amount equal to any realty tax rebate for the 2015 taxation year received by the Borrower, immediately after it is received by the Borrower;
- (g) agree that all interest payments owing during the Forbearance Period are to be paid monthly on the first day of each month;
- (h) shall maintain and preserve the Property during the Forbearance Period;
- (i) shall maintain in good standing all insurance policies on the Property;
- (j) agree not to make any payments of any kind to shareholders or related parties to the Borrower, the Guarantor or the Beneficial Owner, without the consent of the Lender, in its sole discretion;
- (k) shall pay all of the Lender's reasonable legal fees, expenses or disbursements made by or incurred by or on behalf of the Lender in connection with the Loan, including, without limitation, issuance of demands, review of the Charge and related security, preparation of this Agreement, and any action to monitor, advise, enforce or collect the Loan, or enforce any obligations of the Borrower or the Guarantor under this Agreement or otherwise.

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- (l) shall not commit or permit any further breach of the terms of the Loan, this Agreement, or any other agreements or security which the Borrower, the Guarantor or the Beneficial Owner has with the Lender;
- (m) shall not create or permit to exist any further mortgage, hypothec, charge, pledge, lien, encumbrance or other security interest or allow to arise (other than in the ordinary course of business and other than inchoate liens for taxes not yet due) any statutory trust, upon or against the undertaking, property or assets of the Borrower or any part thereof;
- (n) shall not permit any other party to take any steps, including steps in the context of existing legal proceedings, whereby any other party seeks to register a Certificate of Pending Litigation or any other security interest against the Property;
- (o) shall forthwith provide the Lender with notice of the occurrence of any litigation proceeding or dispute affecting it or the Property;
- (p) shall, if the result of such litigation might have a material adverse effect on the Borrower, the Guarantor or the Beneficial Owner, financial or otherwise, to perform its obligations under this Agreement and/or the Security set out herein, and shall, from time to time, as requested by the Lender, provide the Lender with all reasonable information requested by Lender concerning any such litigation, proceeding or dispute;
- (q) shall not make a proposal, or apply for, or seek, relief from its creditors, under the *Bankruptcy and Insolvency Act*, the *Companies' Creditors Arrangement Act*, or any other legislation granting relief from creditors, without first delivering to the Lender two (2) business days prior written notice of any such proposed action, unless the prior written consent of the Lender is obtained;
- (r) shall ensure that all amounts which the Borrower is required to remit under any statute including, without limitation, the *Employment Insurance Act*, *Canada Pension Plan*, *Income Tax Act*, *Excise Tax Act*, *Workplace Safety and Insurance Act* or any other like statute giving rise to a statutory lien or deemed trust, are remitted as the same become hereafter due and payable and provide the Lender with evidence of same forthwith after payout;
- (s) until the Indebtedness has been fully repaid, shall make no payments to any other lender or creditor in connection with the Property;
- (t) shall fulfill and perform, and not commit or permit a breach of, the provisions of this Agreement;
- (u) shall maintain the corporate existence of the Borrower, the Guarantor and the Beneficial Owner as valid and subsisting corporate entities;
- (v) the Borrower shall comply with all applicable environmental laws, which include, but are not limited to, any applicable law respecting the natural environment,

public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of hazardous materials or substances, respecting the ownership and operation of its business; and

- (w) shall not make, allow, accept or approve the repayment of any amounts owing by the Borrower to any 'related person' as such term is defined under the *Bankruptcy and Insolvency Act*.

ARTICLE 3.00- LENDER COVENANTS AND ACKNOWLEDGEMENTS

- 3.1 The Lender agrees to forbear from taking any further action to enforce the Charge or to initiate any proceedings to petition the Borrower or the Guarantor into bankruptcy, save and except as set out herein, during the Forbearance Period, defined as the period commencing on the date of this Agreement and ending on the earlier of (i) the Forbearance Date or (ii) the occurrence of a Forbearance Terminating Event (defined below) (the "**Forbearance Period**").

ARTICLE 4.00 - FEES

- 4.1 Save for as required to be paid in accordance with section 2(b) and 2(h) above, all reasonable legal fees and professional fees and disbursements incurred, or to be incurred, by the Lender in connection with the Borrower, the Guarantor and the Beneficial Owner, including, without limitation, in connection with the operation and enforcement of this Agreement or the Charge, are for the account of the Borrower and shall be added to the Indebtedness secured by the Charge.
- 4.2 The Borrower shall pay to the Lender in consideration of this Agreement and the indulgences granted by the Lender:
- (a) a fee in the amount of \$5,000.00 (the "**Forbearance Fee**"), which Forbearance Fee is agreed to be fully earned by the Lender upon the execution of this Agreement by the Borrower, the Guarantor and the Beneficial Owner. The Forbearance Fee shall be paid by the Borrower on or by October 10, 2016;
- (b) a monthly administration fee in the amount of \$5,000.00 per month that shall be added to the Indebtedness, monthly on the first day of each month and secured by the Charge and become payable on the Forbearance Date or earlier date of payment of the Indebtedness (the "**Default Administration Fee**"). The Lender agrees to waive the Default Administration Fee for the period commencing January 1, 2017 to the Forbearance Date upon full compliance with the Property Tax Payment Schedule and in the event that there is no default under this Agreement. The first Default Administration Fee shall be added as of September 1, 2016.

ARTICLE 5.00 - DEFAULT

- 5.1 The Borrower, the Guarantor and the Beneficial Owner confirm that they have previously received the Demand Notice and the BIA Notice and that in the event of:

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- (a) any monetary default under this Agreement or the Charge which is not cured within 2 days of written notice from the Lender to the Borrower, the Guarantor and the Beneficial Owner detailing the breach;
- (b) a breach of any of the terms of this Agreement or the Charge, other than monetary default which is not cured within 7 days written notice from the Lender to the Borrower detailing the breach;
- (c) except where such proceeding is dismissed or otherwise resolved in favour of the Borrower within 30 days after commencement of the same, any proceeding against or affecting the Borrower (i) seeking to adjudicate it as a bankrupt; (ii) seeking liquidation, dissolution, winding up; or (iii) seeking appointment of a receiver, bankruptcy, trustee, agent, custodian or other similar official for it or for a substantial part of its property and assets, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or the making of a proposal with respect to or under any law relating to bankruptcy, insolvency, reorganization, arrangement or compromise of debt;
- (d) any party taking any steps, including steps in the context of existing legal proceedings, whereby any other party seeks to register a Certificate of Pending Litigation or any other security interest against the Property;
- (e) an execution, writ of seizure and sale, or sequestration of any other like process which becomes enforceable against the Borrower or a distress or analogous process is levied upon any of its assets;
- (f) any statement, certification, representation or warranty made by the Borrower, the Guarantor or the Beneficial Owner to the Lender which is false, misleading or incorrect in any material respect as at the time at which it is made;
- (g) a cessation of the Borrower's or the Guarantor's business in the ordinary course;
- (h) any action or proceeding is threatened or commenced which brings into issue the validity or enforceability of the Security;
- (i) any seizure or attempted seizure by any creditor, secured, unsecured or preferred, or any government or agent thereof, of any material property or assets of the Borrower;
- (j) any material deterioration, in the opinion of the Lender acting reasonably, in the value of the assets and property of the Borrower or in the realizable value of the Lender's security or in the priority of the Lender's security.

(each of which shall be referred to as a "Default" or a "Forbearance Terminating Event") then, the Lender may enforce its rights to seek immediate repayment of the Indebtedness, including immediately terminating this Agreement, exercising any and all rights under the security held by it without further notice to the Borrower, the Guarantor or the Beneficial Owner. In particular, without limiting the generality of the foregoing,

the Lender may immediately in any of such events appoint a private receiver and manager (the "Receiver"), as designated by the Lender or seek the appointment of a Receiver by the court on behalf of the Borrower in respect of all assets and undertakings of the Borrower in accordance with the terms of the Loan. The Borrower hereby consents to the appointment of a private or court appointed Receiver and covenants not to take any steps to oppose or interfere with such appointment and to provide all reasonable assistance, access to all books, records, assets and documents of the Borrower to permit such Receiver to properly fulfil its duties.

- 5.2 The Lender may waive in writing any Default, in its sole and absolute discretion, but no such waiver shall constitute a waiver of any or other subsequent Default.

ARTICLE 6.00 - GENERAL

- 6.1 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
- 6.2 Time shall be of the essence of this Agreement and every part hereof.
- 6.3 The following Schedules are attached hereto and form part of the Agreement:
- Schedule "A" – The Legal Description of the Property
 - Schedule "B" – The Invoice Payment Default Invoices
 - Schedule "C" – The Security
 - Schedule "E" – The Additional Security
 - Schedule "F" – The Realty Tax Rebate Affidavit
 - Schedule "F" – Certificate of Independent Legal Advice (defined below)
- 6.4 Upon the expiry of the Forbearance Period or upon the occurrence of a Default, which is continuing and has not been cured within the time permitted, this forbearance shall terminate and the Lender shall be entitled to proceed to take such steps as it may deem necessary to collect the Indebtedness.
- 6.5 No delay or omission on the part of the Lender in exercising any right or remedy shall operate as a waiver thereof, and any waiver of the rights given to the Lender hereunder or under the Charge shall only be effective and binding upon the Lender if specifically given in writing by the Lender to the Borrower.
- 6.6 This Agreement constitutes the entire agreement between the Borrower, the Guarantor, the Beneficial Owner and the Lender as to the matters dealt with herein. There are not, and shall not be, any oral statements, representations, warranties, undertakings or Agreements between the Lender on the one hand and the Borrower, the Guarantor and the Beneficial Owner on the other.

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- 6.7 The Borrower, the Guarantor and the Beneficial Owner shall from time to time and at all times hereafter, at every reasonable request of the Lender, make, do, execute and delivery, or cause to be made, done, executed and delivered, all such further acts, deeds and assurances and things as may be necessary or desirable in the opinion of the Lender for more effectually implementing the true intent and meaning of this Agreement.
- 6.8 The provisions hereof shall operate and apply without prejudice to any rights which the Lender may now or in the future have in respect of the Loan, the Indebtedness or other liabilities, indebtedness or obligations, whether direct or indirect, matured or not, contingent or otherwise, of the Borrower or the Guarantor to the Lender.
- 6.9 In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby. Each of the provisions of this Agreement is hereby declared to be separate and distinct.
- 6.10 This Agreement is being made in the Province of Ontario and shall be construed, interpreted and performed in accordance with the laws of the Province of Ontario and the applicable laws of Canada.
- 6.11 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts and each of such counterparts shall be deemed to be an original document and such counterparts, taken together, shall constitute one and the same document. A party may deliver this Agreement by telecopy or email transmission and the signature of such party so delivered may be relied upon by the other parties as though an original.
- 6.12 Save as amended herein all other terms and provisions of the Charge and Original Charge remain in full force and effect
- 6.13 The Borrower, the Guarantor and the Beneficial Owner have obtained independent legal advice with respect to the terms and conditions of this Agreement. The Borrower, the Guarantor and the Beneficial Owner will provide a Certificate of Independent Legal Advice ("**Certificate of Independent Legal Advice**") in the form attached hereto as **Schedule "F"** upon execution of this Agreement.
- 6.14 All notices or other communications to be given pursuant to or in connection with this Agreement shall be in writing, signed by the party giving such notice or by its solicitors, and shall be personally delivered or sent by registered mail or by facsimile transmission or email addressed as follows:

(a) **To the Borrower, the Guarantor and the Beneficial Owner:**

2481043 Ontario Inc.
401 Bay Street

Suite 1404
Toronto, ON M5E 2Y4

and copy to:

Attention: Mr. Garry Shapiro
Garry Shapiro Law
201-333 Sheppard Avenue East
Toronto, ON M2N 3B3

and

Norstar Investment Consortium Inc.
408-3550 Victoria Park Avenue
Toronto, ON M2H 2N5

and

Attention: Mr. Anchuan Jiang
Ontario International College Inc./
College International De L'Ontario Inc.
16 Wellesbourne Crescent
Toronto, ON M2H 1Y7

(b) **To the Lender:**

Ken Lai
Trez Capital Mortgage Investment Corporation
Suite 1550 - 1185 West Georgia Street
Vancouver, BC, V6E 4E6

and copy to:

Attention: Dominique Michaud
Robins Appleby LLP
120 Adelaide Street West, Suite 2600
Toronto, Ontario, M5H 1T1

dmichaud@robapp.com
Fax: 416-868-0306

Any notice given by personal delivery shall be deemed to have been received on the day of and at the time of such delivery, provided that if such day is not a business day, then such notice shall be deemed to have been received at 9:00 a.m. on the next following business day. Any notice given by facsimile transmission or email transmission shall be deemed to have been received, in the absence of evidence to the contrary, on the day of

-12-


and one (1) hour after the time of its transmission. A read receipt in respect of any notice given by email transmission shall constitute rebuttable presumptive evidence that such notice was received by the party intended to receive it. Any notice given by registered mail shall be deemed to have been received at 2:00 p.m. on the second business day after the posting thereof. Any notice requesting or requiring response within five (5) or less business days from the date thereof shall be given by personal delivery, facsimile transmission or email transmission. In the event of actual or reasonably anticipated postal disruption, all notices shall only be given by personal delivery, facsimile transmission or email transmission. Any party may from time to time, by notice given as provided herein, change its mailing address, email address or fax number for the purposes of this provision.

- 6.15 This Agreement shall be open for acceptance by the Borrower, the Guarantor and Beneficial Owner until 5:00 pm on October 5, 2016, failing which it shall be deemed null and void and without further force and effect.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date above written.

COMPUTERSHARE TRUST COMPANY OF CANADA

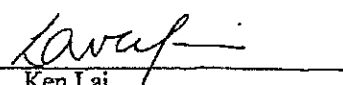
Per: 

Name: Aaron Cao
Title: Professional, MBS

Samuel S. Liaw
Administrator, MBS

I have authority to bind the corporation

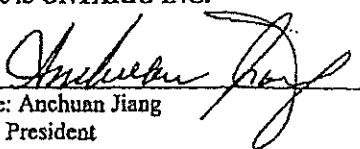
TREZ CAPITAL LIMITED PARTNERSHIP
by its general partner, TREZ CAPITAL (2011) CORPORATION

Per: 

Name: Ken Lai
Title: Vice-President, Loan Administration

I have authority to bind the corporation

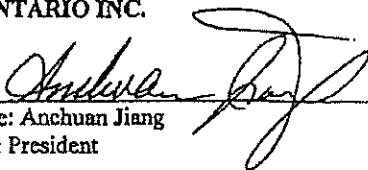
2481043 ONTARIO INC.

Per: 

Name: Anchuan Jiang
Title: President

I have authority to bind the corporation

ONTARIO INTERNATIONAL COLLEGE INC./COLLEGE INTERNATIONAL DE L'ONTARIO INC.

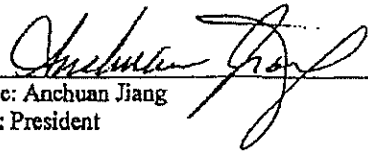
Per: 

Name: Anchuan Jiang
Title: President

I have authority to bind the corporation

-14-

NORSTAR INVESTMENT CONSORTIUM
INC.

Per: 
Name: Anchuan Jiang
Title: President

I have authority to bind the corporation

SCHEDULE "A"
THE LEGAL DESCRIPTION OF THE PROPERTY

P.I.N.: 10117-0593 (LT)

Description: PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043;
TORONTO (N YORK) , CITY OF TORONTO

Municipally known as: 1450 Don Mills Road, Toronto, Ontario

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SCHEDULE "B"
THE INVOICE PAYMENT DEFAULT ACCOUNTS AND INVOICES

- 1) Property taxes for the Property
- 2) Enbridge Gas Account for the Property
- 3) Toronto Hydro Account for the Property
- 4) Toronto Water and Waste management Account for the Property
- 5) Property Management Account for the Property

SCHEDULE "C"
THE SECURITY

- 1) First Charge/Mortgage of Land registered on title to the real property on September 25, 2015, as Instrument No.: AT4018127, as amended by Agreement Amending Charge/Mortgage dated January 18, 2016; and
- 2) Guarantec and Postponement of Claim dated February 4, 2016

-18-

SCHEDULE "D"
THE ADDITIONAL SECURITY

- 1) Agreement Amending Charge/Mortgage
- 2) Notice of Assignment of Rents
- 3) General Security Agreement

SCHEDULE "E"
THE REALTY TAX REBATE AFFIDAVIT

IN THE MATTER OF an application for a vacant unit rebate pursuant to Section 331 of the City of Toronto Act, 206 and Ontario Regulation 121/07 with respect to a property known municipally as 1450 Don Mills Road, Toronto, Ontario and described pursuant to Assessment Roll No. 1908-10-2-180-01800

AFFIDAVIT OF ANCHUAN JIANG

I, Anchuan Jiang of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the President of 2481043 Ontario Inc. and, as such, have knowledge of the matters contained in this Affidavit.
2. 2481043 Ontario Inc., the owner of the property known municipally as 1450 Don Mills Road, Toronto, Ontario and described pursuant to Assessment Roll No. 1908-10-2-180-01800 (the "Property") has made an application for a vacant unit rebate. That vacant unit rebate application was made for taxation year 2015.
3. The buildings at the Property are commercial office buildings with retail areas.
4. I have reviewed the definition of "Eligible Property" in Ontario Regulation 121/07. Each of the units referenced in paragraph 5 below meets the eligibility requirements for the following reasons:
 - a) Each unit was vacant for a period of at least 90 consecutive days;
 - b) The vacant unit was not used and was clearly delineated, or separated by physical barriers, from the portions of the building that were in use;
 - c) In each case the vacant unit either was capable of being leased for immediate occupation, or was capable of being leased but not for immediate occupation because the unit was in need of, or actually undergoing, repairs or renovations, or the unit was under construction;
 - d) The application does not relate to vacant space as a result of seasonal business;
 - e) In each case, the vacant space is not leased to a tenant who is in possession of the space; and
 - f) The vacant space is not included in a subclass for vacant land.
5. I have personal knowledge that the information set out in the table immediately below is

accurate:


Unit #	Location	Total Vacant Area (sq. ft.)	Vacancy Start	Vacancy End
Entire Building	1450 Don Mills Road	156,952 sq. ft.	September 25, 2015	December 31, 2015

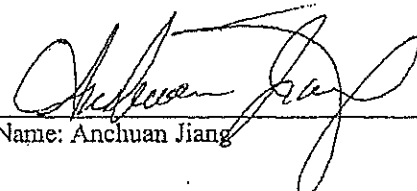
6. I am aware that it is an offence to make a false or deceptive statement in any documents supplied to a municipality in connection with a vacant unit rebate application. I have personal knowledge of all the information set out above and I confirm that it is accurate.

7. I make this Affidavit in support of an application to the City of Toronto pursuant to Section 331 of *The City of Toronto Act, 2006* and for no improper purpose.

8. This sworn affidavit is submitted in lieu of further evidentiary documentation, as no other documents are available.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on October 5, 2016


Commissioner for Taking Affidavits
(or as may be)


Name: Anchuan Jiang

Name: Evan Shapiro
Mailing Address: 333 Sheppard Ave. East,
Suite 201, Toronto, ON
Telephone Number: 416 224 0808

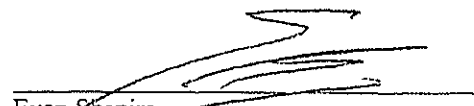
SCHEDULE "F"
CERTIFICATE OF INDEPENDENT LEGAL ADVICE

TO: COMPUTERSHARE TRUST COMPANY OF CANADA and TREZ CAPITAL LIMITED PARTNERSHIP

I, Evan Shapiro, hereby declare that I have been consulted with 2481043 Ontario Inc. (the "Borrower"), Ontario International College Inc./College International De'LOntario Inc. (the "Guarantor") and Norstar Investment Consortium Inc. (the "Beneficial Owner"), as to the liability which the Borrower, the Guarantor and the Beneficial Owner would incur by signing the Forbearance Agreement and have also been consulted by the Borrower, the Guarantor and the Beneficial Owner in respect of the Demand Notice and the BIA Notice (collectively the "Default") and that I have advised the Borrower, the Guarantor and the Beneficial Owner fully as to the effect of the said action and the liability which the Borrower, the Guarantor and the Beneficial Owner would incur in entering into the Forbearance Agreement, the manner in which such liability could be enforced and the possible consequences and ramifications if the Borrower, the Guarantor and the Beneficial Owner fail to enter into the Forbearance Agreement due to their Default; and that the Borrower, the Guarantor and the Beneficial Owner understand the nature and effect of the liability which would arise from the taking by the Borrower, the Guarantor and the Beneficial Owner of the said actions, or the failure of taking such actions; and I hereby further declare that:

1. I have given this advice to the Borrower, the Guarantor and the Beneficial Owner, as solicitor for the Borrower, the Guarantor and the Beneficial Owner and in the Borrower and Guarantor's interest only and without regard to or consideration for the interests of the Lender,
2. I have never given any legal advice to the Lender in connection with this matter;
3. the Borrower, the Guarantor and the Beneficial Owner have executed the Forbearance Agreement in my presence only and no other person was present; and
4. the Borrower, the Guarantor and the Beneficial Owner appear to have executed the Forbearance Agreement without any threat of compulsion, or any undue influence from third parties.

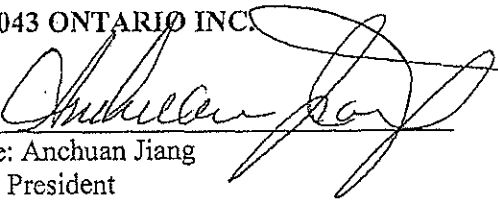
DATED at Toronto, Ontario, this 5 day of October, 2016


Evan Shapiro

ACKNOWLEDGEMENT

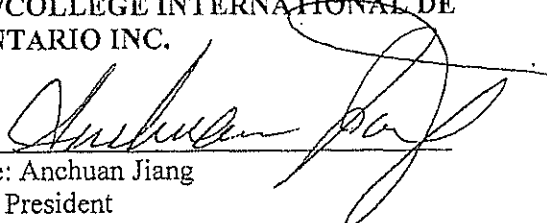
I hereby acknowledge and declare that all the above-noted statements are true and correct, that neither the Lender nor any of its officers, employees or agents have used any compulsion or made any threat or exercised any undue influence to induce me to take the actions mentioned in the above-noted certificate, and that Evan Shapiro, the solicitor who executed the above-noted certificate, in advising me as stated therein, was consulted by me as my personal solicitor and in my own interest only.

2481043 ONTARIO INC.

Per: 
Name: Anchuan Jiang
Title: President

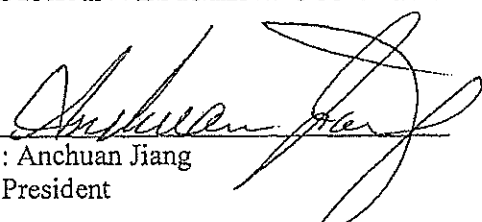
I have authority to bind the corporation

ONTARIO INTERNATIONAL COLLEGE
INC./COLLEGE INTERNATIONAL DE
L'ONTARIO INC.

Per: 
Name: Anchuan Jiang
Title: President

I have authority to bind the corporation

NORSTAR INVESTMENT CONSORTIUM
INC.

Per: 
Name: Anchuan Jiang
Title: President

I have authority to bind the corporation

TAB L

THIS IS **EXHIBIT "L"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS ¹**st** DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BURBARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

LRO # 80 Notice

Registered as AT4377751 on 2016 10 21 at 10:21

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

yyyy mm dd Page 1 of 13

Properties

PIN 10117 - 0593 LT
 Description PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043; TORONTO (N YORK), CITY OF TORONTO
 Address 1450 DON MILLS ROAD
 TORONTO

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name 2481043 ONTARIO INC.
 Address for Service 1450 Don Mills Road
 Toronto, Ontario
 M3B 2X7

I, Anchuan Jiang, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Party To(s)

Capacity

Share

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

I, Samuel S. Liaw, Administrator, MBS, and I, Aaron Cao, Professional, MBS, have the authority to bind the corporation
 This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, AT4018127 registered on 2015/09/25 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration no.(s)AT4018127 and AT4139375.

Signed By

Robert Cohen 2 Queen Street East Suite 1500 acting for Signed 2016 10 21
 Toronto Applicant(s)
 M5C 3G5

Tel 416-593-1221

Fax 416-593-5437

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

Submitted By

BLANEY MCMURTRY LLP 2 Queen Street East Suite 1500 2016 10 21
 Toronto
 M5C 3G5

Tel 416-593-1221

Fax 416-593-5437

Fees/Taxes/Payment

Statutory Registration Fee \$62.85
 Total Paid \$62.85

LRO # 80 Notice

Registered as AT437751 on 2016 10 21 at 10:21

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

yyyy mm dd Page 2 of 13

File Number

Party To Client File Number : 0892260175

AGREEMENT AMENDING CHARGE/MORTGAGE

THIS AGREEMENT made as of the 5th day of October, 2016.

B E T W E E N:

2481043 ONTARIO INC.
(hereinafter referred to as the "Chargor")

PARTY OF THE FIRST PART

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA,
(hereinafter referred to as the "Chargee")

PARTY OF THE SECOND PART

WHEREAS:

- A. By a Charge/Mortgage registered in the Land Titles Division of the Toronto Registry Office (No. 80) (the "Land Registry Office") on the 25th day of September, 2015 as Instrument No. AT4018127, the Chargor mortgaged the lands and premises legally described as Part of Lot 10, Concession 3, East of Yonge Street (Township of York) as in Instrument No. TB395970, City of Toronto, being all of PIN 10117-0593(LT) and municipally known as 1450 Don Mills Road, Toronto, Ontario (the "Property") in favour of the Chargee to secure payment of the principal sum of \$30,000,000.00 with interest as therein set out upon the terms therein mentioned (the "Charge").
- B. By an Agreement Amending Charge/Mortgage between the Chargor and the Chargee dated January 18, 2016, notice of which was registered in the Land Registry Office on the 5th day of February, 2016 as Instrument No. AT4139375, the Charge was amended to reflect, inter alia, a reduction in the principal amount to **TWENTY-THREE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$23,400,000.00)**, an extension of the balance due date and amendment of the interest rate as set out therein.
- C. The Chargee and Chargor have agreed to further amend the Charge on the terms and conditions as herein set forth.
- D. Any terms not defined herein shall have the meanings ascribed to them in the Mortgage Commitment, as hereinafter defined.

NOW THEREFORE WITNESSETH that in consideration of the sum of **TWO DOLLARS (\$2.00)** and other good and valuable consideration paid by each of the parties to one another, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agreement as follows:

1 RECITALS

- 1.1 The Chargor and the Chargee acknowledge and confirm that the above recitals are complete and accurate in all material respects.

2 AMENDMENTS TO CHARGE

- 2.1 The Schedule to the Charge is hereby deleted and replaced with the attached Schedule.

3 GENERAL TERMS AND PROVISIONS

- 3.1 The Chargor and the Chargee covenant and agree that, except as amended by this Agreement, the covenants, agreements, terms, conditions and provisions of the Charge shall remain in full force and effect.
- 3.2 The Chargor and the Chargee acknowledge and agree that there are no existing holdbacks, setoffs and/or undisclosed equities existing between the Chargor and the Chargee.

4 **NO NOVATION**

4.1 The Chargor and the Chargee acknowledge and agree that the amendment of the Charge by this Agreement does not constitute a novation of, nor does it create a new mortgage or charge between the parties in any respect.

5 **COUNTERPARTS AND ELECTRONIC TRANSMISSION**

5.1 This Agreement may be executed in any number of counterparts. A party may send a copy of its executed counterpart to the other party by facsimile or other form of electronic transmission instead of delivering a signed original copy of that counterpart. Each executed counterpart (including each copy sent by facsimile or other form of electronic transmission) shall be deemed to be an original and all executed counterparts taken together shall constitute one agreement.

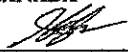
6 **BINDING ON SUCCESSORS**

6.1 All rights, advantages, privileges, immunities and powers exercisable by the Chargee or the Chargor under the Charge as amended herein shall be equally exercisable by their respective successors and assigns.

6.2 All covenants, liabilities and obligations entered into or imposed by this Agreement on the Chargor or the Chargee shall be equally binding upon their respective successors and assigns.

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

COMPUTERSHARE TRUST COMPANY OF CANADA 2481043 ONTARIO INC.

Per: 
Name: **Samuel S. Liaw**
Title: **Administrator, MBS**

Per: _____
Name: **Anchuan Jiang**
Title: **President**

Per: 
Name: **Aaron Cao**
Title: **Professional, MBS**

I have authority to bind the Corporation.

We have authority to bind the Corporation.

4 **NO NOVATION**

4.1 The Chargor and the Chargee acknowledge and agree that the amendment of the Charge by this Agreement does not constitute a novation of, nor does it create a new mortgage or charge between the parties in any respect.

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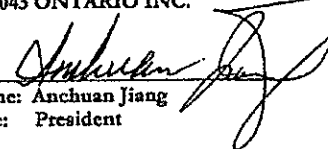
6.2 All covenants, liabilities and obligations entered into or imposed by this Agreement on the Chargor or the Chargee shall be equally binding upon their respective successors and assigns.

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

COMPUTERSHARE TRUST COMPANY
OF CANADA

2481043 ONTARIO INC.

Per: _____
Name:
Title:

Per: 
Name: Anchuan Jiang
Title: President

Per: _____
Name:
Title:

I have authority to bind the Corporation.

We have authority to bind the Corporation.

This is a Schedule attached to a Chargé/Mortgage between
2481043 ONTARIO INC. (the "Chargor")
and COMPUTERSHARE TRUST COMPANY OF CANADA (the "Chargee")
as guaranteed by ONTARIO INTERNATIONAL COLLEGE INC./COLLEGE
INTERNATIONAL DE L'ONTARIO INC. (the "Covenantor")
relating to those lands and premises municipally known as
1450 Don Mills Road, Toronto, Ontario (the "Premises")

MONTHLY PAYMENTS

Monthly mortgage payments ("Monthly Payments") shall be calculated monthly and will be due and payable on the 1st day of each and every month following the Interest Adjustment Date.

The Chargor shall be required to make the Monthly Payments from its own resources.

FINANCIAL STATEMENTS

The Chargor shall provide the Chargee, within 120 days after the end of each fiscal year of the Chargor, or more often if requested by the Chargee, a detailed financial statement of the Chargor including a separate income and expense statement for the Premises, an operating statement and updated rent roll containing relevant lease terms for the Premises, all satisfactory to the Chargee in form and content. The financial statement is to be prepared by a chartered accountant licensed under the *Public Accounting Act* (Ontario).

The Chargor and Covenantor authorize the Chargee to obtain such additional financial information as the Chargee may require. Specifically, the Chargor and the Covenantor consent to the Chargee obtaining credit reports from the appropriate credit reporting agencies and relying on these reports when making decisions regarding advances under the loan.

PARTIAL DISCHARGES

There shall be no partial discharges permitted.

INSURANCE

Insurance shall be provided to the Chargee in accordance with the provisions of Paragraph 16 of Standard Charge Terms 200033 and in accordance with the requirements of the Chargee and shall be subject to the review and approval of the Insurance Consultant of the Chargee.

DUE ON SALE

Section 14 of Standard Charge Terms No. 200033 is hereby deleted and replaced with the following:

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

The Chargor shall not sell, assign, lease in its entirety or otherwise dispose of the legal ownership or title to the Premises, or the beneficial interest therein, or of the personal property related thereto or which is necessary to the use and operation of the Premises, without the prior written consent of the Chargee. The Chargor shall not make any changes to the authorized share capital or allocation or ownership thereof, which would result in a change of voting control or beneficial ownership thereof without the prior written consent of the Chargee.

PROPERTY MANAGEMENT

The Premises is to be managed at all times by a property manager satisfactory to the Chargee and on terms satisfactory to the Chargee. A change in the property manager without the Chargee's approval shall constitute an event of default.

REAL PROPERTY TAXES

Other than as noted in a Forbearance Agreement dated October 5, 2016, between, inter alia, the Chargor and the Chargee, all property tax payments, utilities and like amounts due and owing in relating to the Premises, or any other taxes charged against the Premises, shall be paid prior to or coincide with the Advance. The Chargor shall make arrangements to have the taxes paid by monthly installments to the appropriate taxing authority in order to have them paid in full on their due date. The Chargor is to provide evidence of same to the Chargee on a quarterly basis.

In an event of default, under the mortgage security, including, without limitation the failure of the Chargor to provide the Chargee with evidence on a quarterly basis that taxes have been paid when due, the Chargee shall have the right to require the establishment of a tax reserve by way of monthly payments representing 1/12 of the estimated taxes payable. The Chargee shall not be responsible for the payment of any tax arrears.

ABANDONMENT

In the event of abandonment of the Premises for a period of excess of fifteen (15) consecutive days, the Chargee shall be entitled, after giving the Chargor written notice of any abandonment and provided the Chargor fail to rectify same within ten (10) days after such notice has been given, to forthwith withdraw and cancel its obligations and in addition to declare any funds advanced to forthwith become due and payable plus interest, all at the Chargee's option.

EVENT OF DEFAULT

At the option of the Chargee, it shall constitute a default hereunder if the Chargor or the Covenantor shall become insolvent or be the subject of any bankruptcy, arrangement with creditors, proposal, amalgamation or any transaction or series of transactions which results in a change in control of the Chargor, re-organization, or any liquidation, winding-up, dissolution, or receivership or without the Chargee's consent, seeks continuation under the laws of any other jurisdiction. In the event of a default by the Chargor under this Charge, or if the Chargor or the Covenantor seeks relief under the *Companies' Creditors Arrangement Act* or other debtor relief legislation, the Chargor will, if requested by the Chargee establish a separate project bank account for the Premises.

Provided and without in any way limiting anything herein contained, in the event that:

- (a) The Chargor makes default in the payment of any principal or interest or any other monies required to be paid by the Chargor hereunder;
- (b) The Chargor fails to observe or perform any other covenant or agreement herein contained or under the Mortgage Commitment;
- (c) Any representation or warranty made herein by the Chargor is at any time while this Charge is outstanding not true;
- (d) Any proceedings with respect to the Chargor are commenced under *The Companies Creditors Arrangement Act*;
- (e) An execution, sequestration, extent or any other process of any court becomes enforceable against the Chargor or if a distress or analogous process is levied upon the Premises or any part thereof, provided such execution, sequestration, extent, process of court, distress or analogous process is not in good faith being disputed by the Chargor;
- (f) The Chargor shall permit any sum which has been admitted as due by the Chargor or is not disputed to be due by the Chargor and which forms, or is capable of being made, a charge upon any of the Premises in priority to or ranking equally with the charge of this Charge to be or remain unpaid;

- (g) Any charge or encumbrance created or issued by the Chargor having the nature of a fixed and/or floating charge shall become enforceable, whether ranking in priority to, or pari passu with this Charge; or,
- (h) The Chargor ceases or threatens to cease to carry on its business or if the Chargor commits or threatens to commit any act of bankruptcy;

then, and in any such event, this Charge shall, at the option of the Chargee, be deemed to be in default.

RECEIVERSHIP

Provided that, and notwithstanding anything herein contained, it is agreed that at any time and from time to time when this Charge shall be in default, and whether or not the principal has been accelerated, the Chargee may, with or without entry into possession of the Premises or any part thereof, and whether or not there has been such entry, by writing under its hand or at its option by application to a court of competent jurisdiction, for and during the period of such default, appoint a receiver-manager (the "Receiver") of the Premises or any part thereof and of the rents and profits thereof, or of only the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any Receiver and appoint another and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. Upon the appointment of a receiver, the following provisions shall apply:

- (a) A statutory declaration of the Chargee as to default under this Charge shall be conclusive evidence thereof for the purpose of the appointment of such Receiver;
- (b) Every such Receiver shall be the agent or attorney of the Chargor, whose appointment is irrevocable by the Chargor, for the collection of all rents or other money receivable in respect of the Premises or any part thereof, and the Chargor covenants and agrees to cooperate with and assist the receiver and execute such documentation as the receiver shall reasonably require, in order to effect the aforesaid purposes;
- (c) The Chargee may from time to time in writing fix the remuneration of the Receiver;
- (d) The Receiver shall so far as concerns responsibility for the Receiver's acts or omissions be deemed the agent or attorney of the Chargor and in no event the agent of the Chargee;
- (e) The appointment of the Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver in any respect, and such appointment or anything which may be done by the Receiver or the removal of the Receiver or the termination of the receivership shall not have the effect of constituting the Chargee a mortgagee in possession in respect of the Premises or any part thereof;
- (f) The Receiver shall have power to exercise any of the powers or discretions of the Chargee hereunder, and may rent or license for use any part of the Premises which may become vacant for such term and subject to such provisions as the Receiver may deem advisable or expedient, and in doing so the Receiver shall act as the attorney or agent of the Chargor and shall have the authority to execute under seal any lease in the name of and on behalf of the Chargor, and the Chargor undertakes to ratify and confirm whatever the Receiver may do in connection with the Premises;
- (g) The Receiver shall have power to construct or complete any unfinished construction upon the Premises so that the Premises and the buildings thereon so completed shall be a complete structure;
- (h) The Receiver shall have power to manage, operate, amend, repair, alter or extend the Premises or any part thereof as it deems expedient in the name of the Chargor and to carry on or concur in carrying on all or any part of the business of the Chargor;
- (i) The Receiver may borrow or raise money on the security of all or any part of the Premises in priority to or ranking equal with or subordinate to the charge of this Charge for such purpose as may be approved by the Chargee;
- (j) The Receiver shall not be liable to the Chargor to account for money or damages other than the money actually received by the Receiver in respect of the Premises or any part thereof,

and out of such money so received the Receiver shall, subject to other written directions from the Chargee, pay or make reasonable reserves for payment in the following order:

- (i) the Receiver's remuneration and disbursements;
 - (ii) all obligations incurred by the Receiver in connection with the management, including leasing and licensing, operation, amendment, repair, alteration or extension of the Premises or any part thereof, and in borrowing or raising money on the security of the Premises, or any part thereof;
 - (iii) interest, principal and other money which may from time to time be or become charged upon the Premises in priority to this Charge, and all taxes, insurance premiums and every other proper expenditure made or incurred by the Receiver in respect of the Premises or any part thereof;
 - (iv) to the Chargee all amounts due under this Charge and to the extent elected by the Chargee, amounts to become due hereunder for no more than two (2) months;
 - (v) and thereafter any surplus remaining in the hands of the Receiver shall be payable to the Chargor.
- (k) The Chargee may at any time and from time to time terminate any such receivership by notice in writing under its hand to the Chargor and to the Receiver; and
- (l) Save as to surplus money payable to the Chargor, the Chargor releases and discharges the Chargee and the Receiver from every claim of every nature, whether in damages or otherwise, arising by reason of anything done by the Chargee or the Receiver under the provisions of this section, unless such claim be the direct and proximate result of dishonesty or gross neglect.

ENVIRONMENTAL

The Chargee or agent of the Chargee may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon the Premises to inspect the Premises and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the Premises to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the mortgage rate, shall be payable by the Chargor forthwith and shall be a charge upon the Premises. The exercise of any of the powers enumerated in this clause shall not deem the Chargee or its respective agents to be in possession, management or control of the Premises and building(s).

In consideration of the advance of funds by the Chargee, the Chargor and the Covenantor hereby agree that, in addition to any liability imposed on the Chargor and the Covenantor under any instrument evidencing or securing the loan indebtedness, the Chargor and the Covenantor shall be jointly and severally liable for any and all of the costs, expenses, damages or liabilities of the Chargee, its directors and officers (including without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Premises of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the loan and any other existing obligations of the Chargor and the Covenantor to the Chargee in respect of the loan and any other exercise by the Chargee of any remedies available to them for any default under the Charge.

In these provisions, "Requirements of Environmental Law" means all requirements of the common law or of statutes, regulations, by-laws, ordinances, treaties, judgements and decrees, and (whether or not they have the force of law) rules, policies, guidelines, orders, approvals, notices, permits, directives and the like, of any federal, territorial, provincial, regional, municipal or local judicial, regulatory or administrative agency, board or governmental authority relating to environmental or health or fire or safety matters, or any of them and the Premises and the activities carried out thereon (whether in the past, present or the future) including, but not limited to, all such requirements relating to: (i) the protection, preservation or remediation of the natural environment (the air, land, surface water or groundwater); (ii) the generation, handling, treatment, storage, transportation or disposal of or other dealing with solid, gaseous or liquid waste; and (iii) substances or conditions that are prohibited, controlled or otherwise regulated or are otherwise hazardous in

fact (collectively "Hazardous Substances") such as contaminants, pollutants, toxic, dangerous or hazardous substances, toxic, dangerous or hazardous materials, designated substances, controlled products, including without limitation, wastes, subject wastes, urea formaldehyde foam type of insulation, asbestos or asbestos-containing materials, polychlorinated biphenyls ("PCB's") or PCB contaminated fluids or equipment, explosives, radioactive substances, petroleum and associated products, underground storage tanks or surface impoundments and (iv) the securing, protection, preservation and remediation of health, fire and/or safety concerns.

- (a) The Chargor, to the best of its knowledge, warrants and represents that:
- (i) The Premises have never been used as a land fill site or to store Hazardous Substances either above or below ground, in storage tanks or otherwise;
 - (ii) All Hazardous Substances used in connection with the business conducted on the Premises has at all times been received, handled, used, stored, treated, shipped and disposed of in strict compliance with all requirements of Environmental Laws;
 - (iii) No Hazardous Substances have been released into the environment or deposited, discharged, placed or disposed of at, on or near the Premises as a result of the conduct of the business on the Premises, save and except in compliance with all requirements of Environmental Laws; and
 - (iv) No notices of any violation of any matters referred to above relating to the Premises or its use have been received by the Chargor and there are no directions, writs, injunctions, orders or judgements outstanding, no law suits, claims, proceedings, or investigations being instituted or filed.

The Chargor covenants that it will:

- (i) remedy forthwith, at its own expense, any environment damage that may occur or be discovered on the Premises in the future;
- (ii) comply with and monitor, on a regular basis, its compliance and the compliance of any tenant, subtenant, assignee or other occupant of the Premises with all Requirements of Environmental Law;
- (iii) notify the Chargee promptly of any event or occurrence that has given, or is likely to give, rise to a report, order, inquiry or investigation relating to a matter that may have an adverse effect on the financial position of the Chargor or the Premises or any action, suit or proceeding against the Chargor or others having an interest in the Premises relating to, or a violation of, the Requirements of Environmental Law, including any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of Hazardous Substances into, on or under the Premises, air and surface and ground water, and will also notify the Chargee promptly of any such above-mentioned information of which the Chargor has or receives knowledge relating to lands adjacent to the Premises;
- (iv) not lease or consent to any sub-lease or assignment of any part of the Premises to a tenant, sub-tenant or assignee who may engage in, nor permit any tenant, subtenant, assignee or occupant of the Premises to engage in, a business involving the generation of environmental contamination or the storing, handling, processing, manufacturing or disposing of Hazardous Substances in, on, under or from the Premises save and except in accordance with the Requirements of Environmental Law, and any lease, sub-lease, or assignment of any part of the Premises shall preserve as against any lessee, sub-lessee or assignee all of the rights of the Chargee herein;
- (v) save and except for those Hazardous Substances which are present on, in or under the Premises in accordance with Requirements of Environmental Law and which have been disclosed to the Chargee in writing, remove, in accordance with all Requirements of Environmental Law, any Hazardous Substances from the Premises forthwith upon their discovery and advise the Chargee forthwith in writing of the procedures taken;

- (vi) provide to the Chargee upon request such information, certificates, or statutory declarations as to compliance with the provisions hereof and all Requirements of Environmental Law and conduct such environmental audits or site assessments as may be reasonably necessary to ensure compliance with the Requirements of Environmental Law, and provide to the Chargee copies of any environmental, soils, safety or health reports or studies in respect of the Premises that it receives or possesses from time to time; and
- (vii) permit the Chargee to conduct inspections and appraisals of all or any of its records, business and property relating to the Premises at any time and from time to time to monitor compliance with the Requirements of Environmental Law.

The Chargor and the Covenantor further covenant that they will be liable for and fully indemnify the Chargee for any and all costs, expenses, damages or liabilities (including legal fees on a solicitor and his own client basis and any environmental remediation costs incurred by the Chargee) directly or indirectly arising out of or attributable to the non-compliance of the Chargor or their tenants, employees, or agents with the Requirements of Environmental Law and all such costs, expenses, damages or liabilities shall be secured hereby, and all such liability and indemnity shall survive the repayment of the indebtedness secured hereby, foreclosure upon the Charge, and/or any other extinguishment of the obligations of the Chargor and the Covenantor under the Charge and any other exercise by the Chargee of any remedies available to it against the Chargor or Covenantor.

LIENS

At all times, and in particular on each disbursement date, there shall have been full and complete compliance with all requirements of federal and provincial legislation which may give rise to a lien or other charge in priority to the Chargee. The Chargee may retain from any disbursement such amounts as it considers advisable to protect its interest from subordination under such legislation.

The Chargor shall provide such additional security, information, documentation and assurances as may be required from time to time by the Chargee during the currency of this Charge to determine and to establish and preserve, in all respects, the priority of this Charge and all advances made hereunder over any rights of lien claimants pursuant to the provisions of the *Construction Lien Act* (Ontario). If the Chargee makes any payment, in connection with the determination, establishment or preservation of its priority, whether such payment is made to a lien claimant or other person claiming an interest in the Premises or is paid into court, then the amount or amounts so paid and all costs, charges and expenses incurred in connection therewith shall be forthwith payable to the Chargee by the Chargor and shall be a charge on the Premises and shall be added to the debt hereby secured and shall bear interest at the applicable rate and, in default of payment, the powers of sale and other remedies hereunder may be exercised. It is further agreed that the Chargee shall not become a mortgagee in possession by reason only of exercising any of the rights given to it under this paragraph or in making any payment to preserve, protect or secure the Premises.

CHARGE NOT A CHARGE IN POSSESSION

It is agreed that the Chargee, in exercising any of its rights under this Charge, shall be deemed not to be a chargee in possession or a mortgagee in possession of the Premises.

EXPROPRIATION

In the event the whole or any part of the Premises is expropriated, the Chargor agrees that all proceeds received from any such expropriation shall be paid directly to the Chargee provided that upon the payment of all amounts secured by this Charge, the Chargee shall have no further claim to any such proceeds.

ADDITIONAL FINANCING

The Chargor agrees not to enter into any further financing of the Premises and not to further encumber the Premises in any matter without the prior written approval of the Chargee, which approval may be withheld in the Chargee's sole discretion. The Chargor will provide evidence, satisfactory to the Chargee, as to the source of the Chargor's required equity in the Premises. The Chargor shall disclose to the Chargee all existing or proposed financing related to the Premises or any security used in connection therewith and shall not further pledge, charge or otherwise

encumber its interest in the Premises, nor any of the security used in connection with the Premises to any party other than the Chargee, without the prior written consent of the Chargee.

Failure to comply with this provision shall at the option of the Chargee constitute an event of default under the Charge. If the Chargor default in the payment of any instalment of principal or interest payable under any subsequent Charge/Mortgage or other encumbrance affecting the Premises, whether the Chargee has consented thereto or not, or in the observance or performance of any of the agreements, terms or provisos of any such Charge/Mortgage or other encumbrance, then at the option of the Chargee, the entire principal secured under this Charge, together with all accrued and unpaid interest, shall become due and payable at the option of the Chargee and the Chargee shall be entitled to exercise all of its rights and remedies hereunder.

In the event the Chargee agrees to allow subordinate financing on the Premises, all terms of the junior financing must be satisfactory to the Chargee in its sole discretion. The requirements will include but not be limited to: (i) Commitment letter(s) and/or loan agreement(s) for any junior mortgagees. All junior mortgage terms and conditions must be satisfactory to the Chargee; (ii) amortization schedule(s) from any junior mortgagees; and (iii) at the Chargee's discretion, a priority and standstill agreement between the Chargee and any junior mortgagees in form and substance satisfactory to the Chargee in its sole and unfettered discretion.

ADDITIONAL SECURITY

The Chargor acknowledges that a General Assignment of Rents and General Security Agreement (collectively the "Additional Security") are being given as further security to this Charge, which Additional Security is being granted by the Chargor to the Chargee and any default under the Additional Security shall constitute default under this Charge and any default under this Charge shall constitute default under the Additional Security and at the option of the Chargee require the entire principal secured under this Charge; together with all accrued and unpaid interest to become due and payable. Payment under the Additional Security shall constitute payment under this Charge and payment on account of this Charge shall constitute payment under the Additional Security.

It is agreed the Chargee's rights hereunder shall in no way merge or be affected by any proceedings the Chargee may take under the Additional Security and the Chargee shall not be required to take proceedings under such Additional Security or any part thereof before proceeding under this Charge, and conversely, no proceedings under this Charge shall in any way affect the rights of the Chargee under such Additional Security and the Chargee shall not be required to take proceedings under this Charge before proceeding under the Additional Security or any part thereof.

Upon request from the Chargee, the Chargor agrees forthwith upon delivery from time to time of any chattels in which it has an ownership interest (including replacements thereof) relating to the Premises, it shall promptly notify the Chargee, and its solicitors, of such delivery and shall forthwith supply the Chargee with all serial numbers and a description of such chattels for the purposes of the aforementioned General Security Agreement, which description shall include make and model. The Chargor further agrees to provide written evidence of proof of purchase of the chattels, free of encumbrances, and of insurance of same, both in the form and content satisfactory to the Chargee.

UNDERTAKINGS

In the event the Chargor default with respect to any undertakings delivered to the Chargee in consideration of the advance of funds under this Charge or with respect to any covenant contained in the terms and provisions contained in this Charge or the Additional Security, such default will be an event of default under this Charge.

CHARGOR SHAREHOLDERS

The Chargor and the Covenantor covenant and agree with the Chargee that it will not transfer, encumber, hypothecate or dispose of any of the shares in the Chargor to persons or entities other than the Covenantor without the prior written consent of the Chargee, such consent not to be unreasonably withheld. In the event the approval and consent of the Chargee is not first obtained with respect to the foregoing, it is agreed all monies secured hereunder with accrued interest thereon shall, at the option of the Chargee, forthwith become due and payable and the Chargee shall have the right and option to exercise all its rights and remedies hereunder.

PLACE OF PAYMENTS

All payments under this Charge shall be paid to the Lender at its offices in Vancouver, British Columbia as herein described or as it or its agents may otherwise direct, before 1:00 p.m. Pacific Standard Time on a business date. The parties agree any payment received after 1:00 p.m. Pacific Standard Time shall be deemed to have been made on the banking day next following.

NOTICE

Any notice, direction or other instrument required or permitted to be given under the provisions of this Charge shall be in writing and may be given by delivering same or mailing same or sending same by telegram, telex, telecommunication, facsimile or other similar form of communication, in each case addressed to the Chargee c/o Trez Capital Limited Partnership, 1185 West Georgia Street, Suite 1550, Vancouver, BC V6E 4E6, and to the Chargor at the address as set out herein. Any notice, direction or instrument aforesaid, shall if delivered, be deemed to have been given or made on the date it was so delivered; if sent by prepaid registered mail, be deemed to have been given or made the fifth day following the day on which it was so mailed; and if sent by telegram, telex, telecommunication, facsimile or other similar form of communication, be deemed to have been given or made on the day it was so sent. Any party may give written notice of change of address in the same manner, in which event any such notice shall thereafter be given to it as above provided at such changed address. In the event of interruption, for any reason, in one or more of the forms of communications listed above, the parties shall use a form which is not so interrupted with the intent that the form of communication used will give the addressee timely notice of the communication.

STANDARD CHARGE TERMS

In the event of any discrepancy between the provisions contained in this Schedule and the provisions contained in Standard Charge Terms No. 200033, the Chargee shall determine which shall prevail.

TAB M

THIS IS EXHIBIT "M" REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 15th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BARRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

LRO # 80 Notice Of Assignment Of Rents-General
 The applicant(s) hereby applies to the Land Registrar.

Registered as AT4377752 on 2016 10 21 at 10:21
 yyyy mm dd Page 1 of 5

Properties

PIN 10117 - 0593 LT
Description PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043; TORONTO (N YORK) , CITY OF TORONTO
Address 1450 DON MILLS ROAD
 TORONTO

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 2481043 ONTARIO INC.
Address for Service 1450 Don Mills Road
 Toronto, Ontario
 M3B 2X7

I, Anchuan Jiang, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

<i>Party To(s)</i>	<i>Capacity</i>	<i>Share</i>
--------------------	-----------------	--------------

<i>Name</i>	COMPUTERSHARE TRUST COMPANY OF CANADA
<i>Address for Service</i>	100 University Avenue, 9th Floor Toronto, Ontario M5J 2Y1

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, AT4018127 registered on 2015/09/25 to which this notice relates is deleted
 Schedule: See Schedules

Signed By

Robert Cohen	2 Queen Street East Suite 1500 Toronto MSC 3G5	acting for Applicant(s)	Signed	2016 10 21
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Tel 416-593-1221
 Fax 416-593-5437

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

Robert Cohen	2 Queen Street East Suite 1500 Toronto MSC 3G5	acting for Party To (s)	Signed	2016 10 21
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Tel 416-593-1221
 Fax 416-593-5437

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

Submitted By

BLANEY MCMURTRY LLP	2 Queen Street East Suite 1500 Toronto MSC 3G5			2016 10 21
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Tel 416-593-1221
 Fax 416-593-5437

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$62.85
<i>Total Paid</i>	\$62.85

LRO # 80 Notice Of Assignment Of Rents-General
The applicant(s) hereby applies to the Land Registrar.

Registered as AT437752 on 2016 10 21 at 10:21
yyyy mm dd Page 2 of 5

File Number

Party To Client File Number : 0892260175

GENERAL ASSIGNMENT OF RENTS

B E T W E E N:

2481043 ONTARIO INC.

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA,

(hereinafter called the "Assignee")

OF THE SECOND PART;

1. As security for the payment for all obligations, indebtedness and liability of the Assignor to the Assignee, as mortgage custodian for Trez Capital Limited Partnership and/or its nominee, under a certain Charge/Mortgage, and any amendments thereto and extensions thereof (the "Charge"), given by the Assignor to the Assignee on the interest in those lands and premises described on page 1 of the Notice of Assignment of Rents-General to which this document is attached (the "Lands"), whether such obligations, indebtedness or liabilities are incurred prior to, at the time of, or subsequent to, the execution of this Assignment, the Assignor hereby grants, assigns and transfers to the Assignee:
 - (a) All leases, licenses and other agreements, including, but not limited to, offers to purchase, permitting the occupation or use of the Lands or any part thereof, whether in existence at the date of this Assignment or hereafter, and all renewals thereof (all of which leases, licenses and other agreements, including, but not limited to, offers to purchase, are hereinafter referred to as "Leases") and any guarantee of all or any of the obligations under any of the Leases; and,
 - (b) All rentals, income, receipts, profits and other monies payable to the Assignor under the Leases including, without limiting the generality of the foregoing, all rents, income, subsidies or payments received from any and all competent governmental authorities (all of which rentals, income receipts, profits and other monies are hereinafter referred to as "Rentals").
2. In the event of default under the Charge or herein which is continuing, the Assignee may at its option enter upon the Lands and collect in the name of the Assignor or in its own name as Assignee, the Rentals accrued but unpaid and in arrears at the date of such default, as well as the Rentals thereafter accruing and becoming payable during the period of the default. The Assignor shall from time to time forthwith on the Assignee's request, do, make and execute all notices and directions to tenants directing the payment of Rentals to the Assignee and other documents, acts, matters and things, as may be required by the Assignee in order to collect Rentals or otherwise give effect to these presents, and the Assignor hereby constitutes and appoints any officer of the Assignee, or any receiver appointed by the Court as hereinafter set out, the true and lawful Attorney of the Assignor irrevocably with power of substitution to do, make and execute all such notices, directions, documents, acts, matters or things with the right to use the name of the Assignor whenever and wherever it may be deemed necessary or expedient.
3. The Assignor shall from time to time forthwith on request furnish to the Assignee in writing all books and information requested relating to Rentals and the Assignee shall be entitled from time to time to have access to the lands and/or other premises occupied by the Assignor in order to inspect such books or information.
4. In the event of default under the Charge or herein which is continuing, the Assignee may, in addition to any other rights, appoint by instrument in writing a receiver or receiver-manager in connection with the Rentals and remove or replace such receiver or receiver-manager from time to time or may institute proceedings in any court of competent jurisdiction for the

appointment of such receiver or receiver-manager. Where the Assignee is hereinafter in this Assignment referred to, the term shall, where the context permits, include any receiver or receiver-manager so appointed and the officers, employees, servants or agents of such receiver or receiver-manager.

5. In the event of default under the Charge or herein which is continuing, the Assignee may, at its option, take over and assume the management, operation and maintenance of the Lands and perform all acts necessary and proper with respect to such management, operation and maintenance and expend such sums out of the income of the Lands as may be needed in connection therewith, in such manner and to the same extent as the Assignor, including the right to effect new Leases, renew existing Leases or make concessions to tenants and the Assignor hereby releases all claims against the Assignee arising out of such management, operation and maintenance, save and except where arising from the Assignee's gross negligence or wilful misconduct and the liability of the Assignee to account for any and all Rentals and other amounts actually received hereunder.
6. The Assignor represents and warrants to, and covenants and agrees with, the Assignee that:
 - (a) all Leases are valid, enforceable and in full force and effect;
 - (b) the Assignor has not done and will not do or omit to do any act having the effect of terminating, cancelling or accepting surrender of any of the Leases, or of waiving, releasing, reducing or abating any rights or remedies of the Assignor, or obligations of any other party thereunder or in connection therewith without the prior written consent of the Assignee;
 - (c) none of the rights, remedies and obligations hereunder are or will be affected by any other agreement, document or understanding or by any reduction, abatement, defence, set-off or counterclaim;
 - (d) none of the Leases or the Assignor's rights thereunder (including the right to receive the Rentals) have been or will be amended, assigned, encumbered, discounted or anticipated, except as currently disclosed by the records of the Land Registry Office, and same shall not be, except with the prior written consent of the Assignee;
 - (e) none of the Rentals have been or will be paid prior to the due date for payment thereof except as provided in the Leases;
 - (f) the Assignor will observe and perform all of its obligations under the Leases;
 - (g) there has been no default under any of the Leases by any of the parties thereto of which the Assignor has notice;
 - (h) there is no outstanding dispute under any of the Leases by any of the parties thereto; and,
 - (i) neither the Assignor nor any previous owner of the Lands has executed a prior assignment of the Leases or the Rentals except as currently disclosed by the records of the Land Registry Office, all existing assignments of which shall be discharged.
7. The Assignor hereby covenants and warrants that a further assignment of Leases or Rentals shall not be granted unless the Assignor provides the Assignee with an acknowledgement from any subsequent creditor that this Assignment shall have full priority over any such further assignment.
8. Nothing herein contained shall have the effect of making the Assignee responsible for the collection of Rentals or any part thereof, or for the performance of any of the obligations or conditions under or in respect of the Leases or any of them to be observed and performed by the Assignor, or to take any action or enforce any remedy against any person with respect to any breach of any of the Leases, and that the Assignee shall not by virtue of this Assignment, or its receipt of the Rentals or any part thereof, become or be deemed a mortgagee in possession. The Assignee shall be liable to account for only such monies as shall actually come into its hands, less proper collection charges, provided that such monies may be applied on account of any indebtedness of the Assignor to the Assignee.

9. The Assignor shall be entitled to collect and receive the Rentals as they become due under the Leases unless and until default occurs under the Charge or herein which is continuing and the Assignee gives notice to any tenant, user, occupier, licensee or other party entitled to occupation or use of any part of the Lands under any of the Leases requiring that the Rentals be paid to the Assignee, but nothing in this section 9 shall permit or authorize the Assignor to collect any of the Rentals prior to their due date.
10. None of the rights or remedies of the Assignee under the Charge shall be delayed or in any way prejudiced by this Assignment. Notwithstanding any variation of the terms of the Charge or any extension of time for payment of the monies secured by the Charge or any part thereof or any release of part or parts of the premises or any collateral security, the Leases and the Rentals hereby assigned shall continue as collateral security until all monies secured by the Charge have been paid in full.
11. Save as otherwise agreed between the parties in writing, and save as hereinafter set out, the Assignment and the Charge collectively constitute the entire agreement between the parties as regards the assignment of Leases and Rentals and the rights and liabilities of the parties and there are no other representations, collateral agreements or conditions in respect of the Leases or Rentals. This Assignment is in addition to and not in substitution for any other agreement between the parties including, without limiting the generality of the foregoing, any agreement creating a security interest in the Leases or Rentals and whether heretofore or hereinafter made, and the terms of such agreement or agreements shall be deemed to be continued unless expressly provided to the contrary in writing and signed by the parties.
12. Any notice required by or given under or in connection with this Assignment may be effectively given if it is in written form and given in the same manner and extent as provided for in the Charge.
13. If any term of this Assignment or the application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Assignment or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term of this Assignment shall be separately valid and enforceable to the fullest extent permitted by law.
14. Any receiver or receiver-manager appointed out of this Assignment or by any Court shall be deemed to be an agent or agents of the Assignor and the Assignor shall be solely responsible for his or its or their acts and for his or its or their remuneration and expenses and the Assignee shall not be in any way responsible for any misconduct or negligence on the part of any such receiver or receiver-manager save and except for gross negligence or wilful misconduct.
15. In the event that all amounts receivable under the Charge are received in full, the Assignor shall be entitled, at its sole expense to receive a discharge of this Assignment.
16. A discharge of the Charge shall operate as a reassignment to the Assignor of the Rentals and Leases referred to herein.
17. This Assignment shall be interpreted in accordance with the laws of the Province of Ontario.
18. This Assignment and everything contained herein shall extend to and bind and may be taken advantage of by the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto and where there is more than one Assignor or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and where there is more than one Assignor all covenants shall be deemed to be joint and several.
19. Provided (i) an Event of Default has not occurred, or if occurred is no longer continuing, and (ii) the Assignors comply with the requirements of the first mortgagee, then the Assignors may, without the Assignee's consent, from time to time (i) agree to amend the Leases so long as such amendments are commercially reasonable, and do not release such tenants or reduce such tenants' rental obligations under the Lease except in the ordinary course of its business acting as would a prudent landlord, and (ii) agree to lease all or any portion of the Lands, acting as a prudent landlord, to replacement tenant(s) at fair market terms.

TAB N

THIS IS EXHIBIT "N" REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 5th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BARRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

GENERAL SECURITY AGREEMENT

1. SECURITY INTEREST

(a) As security for the payment of all obligations, indebtedness and liabilities of 2481043 ONTARIO INC. (hereinafter referred to as the "Debtor") to COMPUTERSHARE TRUST COMPANY OF CANADA as custodian for Trez Capital Limited Partnership and/or its nominee (the "Creditor"), whether incurred prior to, at the time of or subsequent to the execution hereof, including, without limitation, all obligations, indebtedness and liabilities of the Debtor to the Creditor under a Charge/Mortgage given by the Debtor, securing the principal sum of TWENTY-THREE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$23,400,000.00), and any amendments thereto and extensions thereof (the "Charge") given to the Creditor on those lands and premises described on Schedule "A" attached hereto (the "Lands"), the Debtor hereby grants to the Creditor by way of mortgage, charge, assignment and transfer, a security interest (the "Security Interest") in all present and after-acquired personal property located on, related to, arising from or used or acquired in connection with (including all parts, accessories, attachments, special tools, additions and accession thereto) the Lands, which are now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called "Collateral"), including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all inventory of whatever kind ("Inventory") located on the Lands;
- (ii) all equipment (other than Inventory) of whatever kind located on the Lands including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures, appliances and vehicles of whatsoever nature or kind belonging to and owned by the Debtor;
- (iii) all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due or owned by the Debtor in connection with the Lands or the business operated by the Debtor thereon including, without limitation, letters of credit and advices of credit, which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due to or owned by the Debtor ("Debts");
- (iv) all deeds, documents, writings, papers, books of account and other books relating to or connected with the Lands or the business operated by the Debtor thereon and which relate to or are records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (v) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other industrial property relating to or connected with the Lands or the business operated by the Debtor thereon;
- (vi) all monies, other than trust monies lawfully belonging to others, which now are or which may at any time hereafter be due and owing to or owned by the Debtor in connection with the Lands or the business operated by the Debtor thereon; and
- (vii) all the goods, chattels and fixtures now located on the Lands and belonging to and owned by Debtor and any replacements thereof.

(b) The Security Interest granted hereby shall not extend to or apply to, and the Collateral shall not include, the last date of the term of any lease or agreement therefor but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term;

(c) The terms "Goods", "Chattel Paper", "Documents of Title", "Instruments", "Intangibles", "Securities", "proceeds", "Inventory", and "accessions", whenever used herein shall be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* of Ontario, R.S.O., 1990, as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "Act". Provided always

that the terms "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the Act, and any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liabilities of Debtor to the Creditor (including interest thereof) relating to the Loan present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety including, but without limitation, all obligations of the Debtor to the Creditor under the Charge (hereinafter collectively called the "Indebtedness").

3. OWNERSHIP OF COLLATERAL

The Debtor represents and warrants that, except for the Security Interest created hereby, the Debtor is, or with respect to Collateral acquired after the date hereof will be, the owner of the Collateral free from any mortgage, lien, charge, security interest or encumbrance ("Encumbrances"), save for the Security Interest and those Encumbrances shown in Schedule "B", which shall all be postponed in favour of the Security Interest created herein.

4. INSURANCE

The Debtor shall keep the Collateral insured against loss or damage by fire and such other risks as the Creditor may reasonably require to the full insurance value thereof, and shall either assign the insurance policies to the Creditor or have the loss thereunder made payable to the Creditor as the Creditor may require. At the request of the Creditor such policies shall be delivered to and held by it. Should the Debtor neglect to maintain such insurance the Creditor may insure and any premiums paid by the Creditor together with interest thereon shall be payable by the Debtor to the Creditor upon demand.

5. LIENS, ETC.

The Debtor shall keep the Collateral free and clear of all taxes, assessments, claims, liens and encumbrances, save for the Security Interest and those Encumbrances shown in Schedule "B", and shall promptly notify the Creditor of any loss or damage to the Collateral or any part thereof.

6. USE OF COLLATERAL

Until the Security Interest shall have become enforceable, the Debtor may dispose of or deal with the Collateral in the ordinary course of its business, for the purpose of carrying on the same and in any lawful manner not inconsistent with the provisions hereof or any other agreements of the Debtor to the Creditor or with the terms of any policies of insurance relating thereto.

7. INFORMATION AND INSPECTION

The Debtor shall from time to time forthwith on request furnish to the Creditor in writing all information requested relating to the Collateral or any part thereof, and the Creditor shall be entitled from time to time to inspect the tangible Collateral wherever located including, without limitation, any books and records of the Debtor relating to the Collateral, and for such purpose the Creditor shall have access to all places where the Collateral or any part thereof is located and to all premises occupied by the Debtor. The Debtor shall also deliver to the Creditor, as and when requested, such financial statements and other financial information relating to the Debtor and its business as required by the Creditor from time to time.

8. DEFAULT

8.1 In the event the Debtor shall default in the payment of all or any part of the Indebtedness or liability of the Debtor to the Creditor, or in the performance or observance of any other obligation or liability of the Debtor to the Creditor, then the Security Interest shall become enforceable and so long as it shall remain enforceable, the Creditor may proceed to realize the security constituted by

this Security Agreement by sale or to enforce its rights by entry, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receiver and manager or for sale of the Collateral or any part thereof or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claims and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy or other judicial proceedings relative to the Debtor. Any such sale may be made by public auction, by public tender or by private contract, with or without advertising and without any other formality, all of which are hereby waived by the Debtor, and such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as the Creditor, in its sole discretion, may deem advantageous and such sale may take place whether or not the Creditor has taken possession of such property and assets; provided however, that unless the Collateral is perishable or unless the Creditor believes on reasonable grounds that the Collateral will decline speedily in value the Debtor shall be entitled to not less than fifteen (15) days' notice of sale containing such information and statements as are prescribed by the Act.

8.2 In addition to the rights of the Creditor set forth in Paragraph 8.1, whenever the Security Interest shall have become enforceable and so long as it shall remain enforceable, the Creditor may, by instrument in writing, appoint any person to be a receiver (which term shall include a receiver and manager) of the Collateral including any rents and profits thereof and may remove any receiver and appoint another in his stead. Any such receiver or receivers so appointed shall be vested with all the powers and rights of the Creditor and shall have power to take possession of the Collateral or any part thereof and to carry on or concur in carrying on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or for the carrying on of such business, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to exercise all rights attaching or incidental to any securities owned by the Debtor and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. Any such receiver shall for all purposes be deemed to be the agent of the Debtor and not the agent of the Creditor, and therefore, the Creditor shall not be responsible for the acts or omissions of the receiver. The Creditor may from time to time fix the remuneration of such receiver and direct the payment thereof out of the Collateral. The receiver shall apply all monies from time to time received by him in such of the following modes and in such order or priority as the Creditor may from time to time at its option direct, namely: in discharge of all rents, taxes, rates, insurance premiums and outgoings affecting the Collateral; in payment of the remuneration of the receiver; in keeping in good standing all liens and charges on the Collateral prior to the Security Interest; in payment of the costs of carrying out or executing any powers, duties or directions which are vested in the receiver; in payment of the interest accruing due on the Security Agreement and all other amounts owing hereunder; and in payment of the principal due and payable upon the Security Agreement and residue of any monies so received shall be paid to the Debtor. The Creditor, in appointing or refraining from appointing such receiver, shall not incur any liability to the receiver, the Debtor or otherwise.

8.3 In addition to the rights and remedies specifically provided herein, the Creditor shall, upon default have the rights and remedies of a secured party under the Act.

9. RECEIVABLES

The Creditor may collect, realize, sell, or otherwise deal with the Debts or any part thereof in such manner, upon such terms and conditions and at such time or times, whether before or after default, as may seem to it advisable and without notice to the Debtor. The Creditor shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Debts or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the same or for the purpose of preserving any rights of the Creditor, the Debtor or any other person, firm or corporation in respect of the same. All monies collected or received by the Creditor in respect of the Debts or other Collateral may be applied on account of such parts of the Indebtedness of the Debtor as the Creditor may, in its sole discretion, elect, or in the discretion of the Creditor may be released to the Debtor, all without prejudice to the liability of the Debtor or the Creditor's right to hold and realize the security constituted by this Security Agreement.

10. CHARGES AND EXPENSES

The Creditor may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services) in connection with the preparation and registration of this Security Agreement and in connection with the realization, disposition of, retention or collection of the Collateral or any part thereof, and such sums shall be a subordinate charge, subject to the Security Interest and Encumbrances shown in Schedule "B" on the proceeds of such realization, disposition or collection and shall be added to the Indebtedness secured by this Security Agreement and shall also be secured hereby.

11. DEALINGS BY THIRD PARTIES

No person dealing with the Creditor or its agent or a receiver shall be concerned to enquire whether the Security Interest has become enforceable, or whether the powers which the Creditor or its agent is purporting to exercise have become exercisable, or whether any money remains due upon the security constituted by this Security Agreement, or as to the necessity or expediency of the stipulations and conditions to which any sale shall be made, or as to the propriety or regularity of any sale, or of any other dealing by the Creditor with the Collateral, or to see to the application of any money paid to the Creditor.

12. ADDITIONAL COVENANTS

The Debtor hereby covenants and agrees with the Creditor, so long as this Security Agreement remains outstanding, that:

- (a) it will do, observe and perform all matters and things necessary or expedient to be done, observed or performed by virtue of any law of Canada or any province or municipality thereof for the purpose of creating and maintaining the security hereby constituted;
- (b) it will, at all times, maintain all licenses, permits and authorizations to enable it to conduct its business; will carry on and conduct its business in a proper, efficient and businesslike manner and in accordance with good business practice;
- (c) it will upon the reasonable request of the Creditor, provide the Creditor with such information concerning the Collateral and the business of the Debtor as required by the Creditor;
- (d) it will pay or cause to be paid all taxes, rates, government fees and dues, levies, assessed or imposed on it and its property or any part thereof as and when the same become due and payable, save and except when and so long as the validity of any such taxes, rates, fees, dues, levies, assessments or imposts is, in good faith, contested by it and will, if and when required in writing by the Creditor, furnish the Creditor for inspection, with receipts for any of such payments;
- (e) it will not, without the prior written consent of the Creditor, which may be granted or withheld by the Creditor, in its absolute discretion, sell, transfer, assign or otherwise dispose of any part of the Collateral other than in the ordinary course of its business, for the purpose of carrying on same in a lawful manner not inconsistent with the provisions of this agreement or any other agreement of the Debtor with the Creditor.

13. FURTHER ASSURANCES

The Debtor shall from time to time forthwith on the Creditor's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Creditor of, or with respect to, the Collateral or any part thereof or as may be required to give effect to these presents, and the Debtor hereby constitutes and appoints a duly authorized officer of the Creditor the true and lawful attorney of the Debtor irrevocable with full power of substitution to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient.

14. DEALINGS BY THE CREDITOR

The Creditor may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Creditor may see fit without prejudice to the liability to the Debtor or the Creditor's rights to hold and realize the security constituted by this Security Agreement.

15. NO REMEDY EXCLUSIVE

No remedy herein conferred upon or reserved to the Creditor for the realization of the Security Interest, enforcement of rights of the Creditor or otherwise is intended to be exclusive of any other remedy or remedies hereunder or under any security collateral hereto, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or under any other document or agreement in respect of the obligations to the Creditor owned by the Debtor. Every power and remedy given by this Security Agreement to the Creditor may be exercised from time to time as often as may be deemed expedient by the Creditor. The taking of any action or proceedings or refraining from so doing, or any other dealings with any other security for the monies secured hereby, shall not release or affect the security constituted by this Security Agreement.

16. DISCHARGE AND SATISFACTION

Upon satisfaction by the Debtor of all Indebtedness of the Debtor owed to the Creditor, the Creditor shall, upon the request and at the expense of the Debtor, execute and deliver to the Debtor such releases and discharges as the Debtor may reasonably require. A Discharge of the Charge shall operate as a release of this Security Agreement.

17. WAIVER OF COVENANTS

The Creditor may waive any breach by the Debtor of any of the provisions contained in this Security Agreement or any failure by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder; provided that no such waiver by the Creditor shall extend to or be taken in any manner to affect any subsequent breach or failure or the rights resulting therefrom.

18. APPLICATION OF INSURANCE PROCEEDS

Any insurance monies received by the Creditor pursuant to this Security Agreement may at the option of the Creditor be applied to restoring, replacing or repairing the Collateral or any part thereof, or be paid to the Debtor, or any such monies may be applied in the sole discretion of the Creditor, in whole or in part, to the repayment of the obligations hereby secured or any part thereof whether then due or not, with any partial payments to be credited against principal amounts of Indebtedness payable by the Debtor in inverse order of maturity.

19. ATTACHMENT

Each of the Debtor and the Creditor acknowledges that it is its intention that the security interests herein created attach on the execution hereof by the Debtor (save as to after-acquired property forming part of the Collateral in respect of which attachment will result forthwith upon the Debtor acquiring rights thereto) and that value has been given.

20. NOTICES

Any notice required by or given under or in connection with this agreement may be effectively given if it is in written form and given in the same manner and extent as provided for in the Charge.

21. GENERAL

This Agreement:

- (a) shall be a continuing agreement in every respect;

- (b) shall be governed by the laws of the Province of Ontario;
- (c) notwithstanding anything set out in this Agreement, where reference to "Debtor" is deemed to be more than one party, the obligations and covenants shall be deemed to be joint and several notwithstanding any different undivided interests each Debtor holds in the collateral; and
- (d) may be terminated by the Debtor by written notice delivered to the Creditor at the above-mentioned address at any time when the Debtor is not indebted or liable to the Creditor. For greater certainty, it is declared that any and all future loans, advances or other value which the Creditor may in its discretion make or extend to or for the account of the Debtor shall be secured by this agreement. Nothing contained in this agreement shall in any way obligate the Creditor to grant, continue, renew, extend time for payment of, or accept anything which constitutes or would constitute Indebtedness.

22. BINDING EFFECT


This Agreement is binding upon the Debtor and its successors and permitted assigns.

23. RECEIPT

The Debtor acknowledges receipt of a duplicate original hereof.

IN WITNESS WHEREOF the Debtor has executed this agreement this 5 day of ~~September~~ ^{October} 2016.

2481043 ONTARIO INC.

Per: 
Name: Anchuan Jiang
Title: President

I have authority to bind the Corporation.

SCHEDULE "A"

LEGAL DESCRIPTION

PIN 10117-0593(LT)

PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043; TORONTO (N YORK), CITY OF TORONTO

municipally known as 1450 Don Mills Road, Toronto, Ontario

SCHEDULE "B"

Nil.

TAB O

THIS IS EXHIBIT "O" REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 15th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BURRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507



Casey Brendon
Director

Revenue Services
5100 Yonge Street, Lower Level
Toronto, Ontario M2N 5V7

March 24, 2017

GLOBAL MILLS INC.
C/O ITS COURT-APPOINTED RECEIVER
COLLINS BARROW TORONTO LIMITED
11 KING STREET WEST, SUITE 700
TORONTO ON M5H 4C7

Dear Sir or Madam:

Re: Vacancy Rebate Application # 50566

Property Address: 1450 DON MILLS RD

Assessment Roll Number: 1908-10-2-180-01800

Your application for a vacancy tax rebate submitted to the City of Toronto for the 2015 taxation year under section 331 of *The City of Toronto Act*, 2006, has been reviewed and processed.

The City has calculated the vacancy rebate to be in the amount of \$128,403.09. A calculation statement detailing how the rebate amount has been determined can be requested by contacting Property Tax Rebates. If your property taxes are up to date you will be issued a refund within 8 weeks. Please direct any questions about your refund to the Refunds Section at 416-395-6892.

Pursuant to section 331(13) of *The City of Toronto Act*, 2006, a municipality has the authority to credit all or part of the amount of the rebate owing to an outstanding tax liability of the owner. Please note that this amount may be altered by any future assessment or tax adjustments processed on the property or if the City subsequently determines that any portion of the rebate has been paid to you in error. The City will notify you of any overpaid amount which is payable to the City.

In accordance with section 331(14) of *The City of Toronto Act*, 2006, a person who has made an application under this section may file a complaint with the Assessment Review Board if he/she perceives the amount to be too low. The complaint must be made in writing within 120 days after the municipality mails its determination. For more information about the complaint process contact the Assessment Review Board at 1-866-448-2248 or assessment.review.board@ontario.ca.

If you file a complaint with the Assessment Review Board, please provide the City with the Statement of Issues as early as possible during the complaint process to determine if a resolution can be expedited. Upon receiving the Statement of Issues, the City will review the calculation of the rebate amount and where appropriate, prepare Minutes of Settlement to settle the appeal.

If you have any questions on the above, please contact Property Tax Rebates at 416-395-0075 or by fax at 416-696-3623.

Sincerely,


Tony Villella
Supervisor, Property Tax Rebates

CC: 2481043 ONTARIO INC.
401 BAY ST Suite 1404
TORONTO ON M5E 2Y4

LHE

TAB P

THIS IS **EXHIBIT "P"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 15th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BARRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
 Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
 (UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
 19-08-10-2-180-01800-0000-0 6

Issued to:
 Robins Appleby LLP
 Kystra Ryan
 2600-120 Adelaide Street West
 Toronto ON M5H 1T1

Your Ref. No.: 1600187
 Statement Showing Taxes as at: May 08, 2017

DESCRIPTION OF PROPERTY
 1450 DON MILLS RD
 CON 3 EY PT LOT 10

TAX SUMMARY		
2016	Taxes	571,261.27
2017	Interim	285,630.64

MESSAGES

OUTSTANDING TAXES

Year	Description	Taxes	Interest	Fees	Total	Related Roll Number
2017	Real Estate 2017	285,630.64	7,140.81	0.00	292,771.45	
2017	WATER-100616	2,348.56	117.44	37.15	2,503.15	
2017	Fire FEB 2017	1,363.76	51.90	53.10	1,488.76	
2017	WATER-120816	1,751.16	43.78	37.71	1,832.65	
2016	Real Estate 2016	192,827.76	0.00	0.00	192,827.76	
2016	WATER-020416	1,508.93	207.46	37.15	1,753.54	
2016	WATER-050516	4,430.54	498.42	37.15	4,966.11	
2016	WATER-070716	2,934.69	256.76	37.15	3,228.60	
2016	WATER-081116	1,202.42	90.18	54.46	1,347.06	
Total:		494,018.46	8,406.75	293.87	502,719.08	

Important Notice: PLEASE ADVISE YOUR CLIENT OF TAXES NOT YET DUE

FUTURE INSTALLMENTS

Due Date	Amount Due	Description	Related Roll Number
	0.00		
Total:	0.00		



CHANGE OF OWNERSHIP NOTICE

Outlets
 RCS-G16

Return To: City Of Toronto
 Revenue Services
 PO Box 4300, STN A
 Toronto ON M5W 3B5
 Fax: (416) 696-3640

Assessment Roll Number
 19-08-10-2-180-01800-0000-0 6

Issued to:
 Robins Appleby LLP
 Kystra Ryan
 2600-120 Adelaide Street West
 Toronto ON M5H 1T1

Your Ref. No.: 1600187

DESCRIPTION OF PROPERTY
 1450 DON MILLS RD
 CON 3 EY PT LOT 10

MESSAGES

CHANGES	
Owner(s)	Surname Given Name
	Surname Given Name
	Surname Given Name
Mailing Address	
Postal Code	
Property Address	

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

Closing Date _____

Signature _____



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
19-08-10-2-180-01800-0000-0 6

Issued to:
Robins Appleby LLP
Kysira Ryan
2600-120 Adelaide Street West
Toronto ON M5H 1T1

Table with 2 columns: DESCRIPTION OF PROPERTY, TAX SUMMARY. Row 1: 1450 DON MILLS RD, Taxes 571,261.27. Row 2: CON 3 EY PT LOT 10, Interim 285,630.64

Your Ref. No.: 1600187
Statement Showing Taxes as at: May 08, 2017

I hereby certify that the above statement shows all arrears of taxes (prior years) and unpaid current year's taxes against the above lands, and proceedings have not been commenced under the Municipal Tax Sales Act, 1990 or the Municipal Act, 2001, S.O. 2001, C.25, as amended and the City of Toronto Act 2006 S.O. 2006, C.11, unless otherwise indicated below.

THIS CERTIFICATE IS ISSUED SUBJECT TO CHEQUES TENDERED IN PAYMENT OF TAXES BEING HONOURED BY THE BANK
FEE PAID 65.98 for each separate parcel

Handwritten signature of the Treasurer

Treasurer, City of Toronto

Important Notes:

- 1. This Certificate covers levied Tax Arrears or Current Taxes.
2. There are a variety of services which may be added to the Collector's Roll and collected as Taxes.
3. The amount of the levy does not include subsequent supplementary taxes that may be levied and added pursuant to Section 33 and 34 of the Assessment Act, R.S.O. 1990, as amended, nor does it include adjustments that may be made pursuant to Sections 357, 358 and 359 of the Municipal Act, 2001 S.O. 2001, c.25, as amended, Sections 323, 325 and 326 of the City of Toronto Act, 2006, S.O. 2006, C. 11, Section 40 of the Assessment Act, R.S.O. as amended, or any legislative amendments that provide for further adjustments.
4. This Certificate is exclusive of any Local Improvement charges that have not been added to the Collector's Roll at the date of this Certification.
5. This certificate is subject to any apportionment which may be made pursuant to Section 356 of the Municipal Act, 2001, S.O. 2001, c.25, as amended or Section 322 of the City of Toronto Act, 2006, S.O. 2006, C. 11.
6. This certificate is subject to any phase-in/capping recalculation made pursuant to Section 318 of the Municipal Act, 2001, S.O. 2001, c.25, as amended or Section 282 of the City of Toronto Act, 2006, S.O. 2006, C. 11.
7. An administrative fee will be added to the account when there is an ownership transfer. For more information please visit our website at www.toronto.ca/taxes/property_tax and click to our fees page for current charges.



CHANGE OF OWNERSHIP NOTICE

Cut Here
RCS-G16

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-08-10-2-180-01800-0000-0 6

Issued to:
Robins Appleby LLP
Kysira Ryan
2600-120 Adelaide Street West
Toronto ON M5H 1T1

Your Ref. No.: 1600187

Form with sections: DESCRIPTION OF PROPERTY (1450 DON MILLS RD, CON 3 EY PT LOT 10) and MESSAGES.

Form with sections: CHANGES (Owner(s) with Surname/Given Name fields), Mailing Address, Postal Code, Property Address.


*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

Closing Date

Signature

TAB Q

THIS IS **EXHIBIT "Q"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS ⁵th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BURRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

Kystra Ryan

From: acjiang1963 [mailto:acjiang1963@gmail.com]
Sent: Thursday, April 06, 2017 2:44 PM
To: Ken Lai
Subject: 回复: RE: Norstar - 1450 Don Mills - Invoice for November 2016 interest

Ken, I will make a payment of \$100,000.00 of the property tax by next Tuesday, . By the end of April, we will make a payment \$200,000.00 in property tax for 1450 Don Mills Road. By around May 20, we will make a payment of the rest of the property tax owing and will bring the tax in arrears up to date. Please give us one more chance, Ken!

Wuth regards!

Yours truly,

Anchuan Jiang

发送自我的三星 Galaxy 智能手机。

----- 原始信息 -----

由 : Ken Lai <KenL@trezcapital.com>
 日期: 16/11/25 上午2:40 (GMT+08:00)
 收件人 : acjiang1963@gmail.com
 抄送 : "Philip Pincus (castledevelopments.ca)" <ppincus@castledevelopments.ca>, Teodora Berbozo <teodorab@trezcapital.com>, cindyqian4580@yahoo.ca, jamesyang9999@hotmail.com, Ken Lai <KenL@trezcapital.com>
 主题 : RE: Norstar - 1450 Don Mills - Invoice for November 2016 interest

Mr. Jiang,

Your inability to comply with the payment terms under the Forbearance Agreement dated Oct 5 2016 is causing serious concerns. Further, you have compounded these concerns by not responding to us despite repeated requests.

These are your payment obligations:

1. Interest payment of \$82,706.10 is due on Dec 1, 2016.
2. Property taxes arrears of \$507,616.72 plus interest/penalty is owing to the City of Toronto
3. Legal and forbearance fee of \$36,991.27 is owed, plus unbilled legal costs
4. Default administration fee of \$5,000 per month is accruing

We will be re-engaging our counsel to review our legal options under the forbearance agreement shortly.

Govern yourself accordingly.

Ken Lai
Vice President, Loan Administration

Kystra Ryan

From: Philip Pincus (castledevelopments.ca) <ppincus@castledevelopments.ca>
Sent: November-21-16 9:43 AM
To: Teodora Berboso; acjiang1963@gmail.com
Cc: Noemi Isidro; Ken Lai
Subject: RE: Norstar - 1450 Don Mills - Invoice for November 2016 interest

Mr Jiang

You also still owe the Property Taxes. This situation is not tolerable – I'm giving you some latitude because you are in China. However, we must receive some amount of payment this week.

Regards

Philip Pincus
 778.329.9331

From: Teodora Berboso
Sent: Friday, November 18, 2016 2:24 PM
To: acjiang1963@gmail.com
Cc: Noemi Isidro; Ken Lai; Philip Pincus (castledevelopments.ca)
Subject: Norstar - 1450 Don Mills - Invoice for November 2016 interest

Good afternoon Mr. Jiang,

Please see the attached subject invoice.

Payment due no later than December 1, 2016.


Further, I attached the statement for the outstanding legal and forbearance fees, summarized as follows:

Trez paid legal fees	\$26,962.22
Accrued interest on paid legal fees	202.24
Unpaid legal fees	<u>4,826.81</u>
Total	\$31,991.27
Add: Forbearance Fee	<u>5,000.00</u>
Total amount due as of Dec 1 2016	
Legal fees and Forbearance fee	\$36,991.27

=====

Thank you,

Teodora

 TREZ CAPITAL	Teodora Berboso Loan Servicing Accountant Suite 1550, 1185 West Georgia St Vancouver, BC Canada V6E 4E6 Direct. <u>604.647.3415</u>
---	---

Main: [604-689-0821](tel:604-689-0821)


Facsimile: [604-638-2775](tel:604-638-2775)

Email: teodorab@trezcapital.com

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TAB R

THIS IS **EXHIBIT "R"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS ¹⁵th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-591 BURNARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507



ROBINS APPLEBY
BARRISTERS + SOLICITORS

Dominique Michaud
T. 416.360.3795
E. dmichaud@robapp.com
F. 416.868.0306

Delivered by: Email and Registered Mail
File No.: 1600187

April 4, 2017

Garry Shapiro Law
201-333 Sheppard Avenue East
Toronto, ON M2N 3B3

2481043 Ontario Inc.
401 Bay Street
Suite 1404
Toronto, ON M5E 2Y4

Attention: Mr. Garry Shapiro

Ontario International College Inc./
College International De L'Ontario Inc.
16 Wellesbourne Crescent
Toronto, ON M2H 1Y7

Norstar Investment Consortium Inc.
408-3550 Victoria Park Avenue
Toronto, ON M2H 2N5

Attention: Mr. Anchuan Jiang

Dear Sirs or Madams:

Re: Demand Notice – Forbearance Agreement dated October 5, 2016

As you are aware, we are the lawyers for Computershare Trust Company of Canada and Trez Capital Limited Partnership, (collectively the "Lender"). We are writing in respect of the Forbearance Agreement dated October 5, 2016 (the "Forbearance Agreement").

This letter serves as notice that 2481043 Ontario Inc. (the "Borrower"), Ontario International College Inc./College International De L'Ontario Inc. (the "Guarantor") and Norstar Investment Consortium Inc. (the "Beneficial Owner") are in default of following provisions of the Forbearance Agreement:

1. Payment of Property Taxes (Section 2.1 (a) of the Forbearance Agreement)

The Borrower, Guarantor and Beneficial Owner have failed to comply with the Property Tax Payment Schedule and have failed to pay the property taxes that have accrued and come due for 2017.

2. Payment of Monthly Interest (Section 2.1(g) of the Forbearance Agreement)

The Borrower, Guarantor and Beneficial Owner have failed to make the monthly interest payment of \$95,225.32 that was due on April 3, 2017.



Accordingly, pursuant to section 5.1(a) of the Forbearance Agreement, if the above defaults are not cured within 2 days of today, the Lender reserves its right to take immediate enforcement steps pursuant to the Forbearance Agreement and the Lender's security.

If you have any questions, please call me at the above co-ordinates.

Yours very truly,

ROBINS APPLEBY LLP

Per:

Dominique Michaud

DM:wI

robapp13784216.1

TAB S

THIS IS EXHIBIT "S" REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 15th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BURRAPD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

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

Filed by
 Dye & Durham Co. Inc.

Filing Date: November 3, 2000
 Filing Number: 200033

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.44 as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of standard Charge Terms is referred to by its filing number, as provided in section 9 of the Land Registration reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

- | | |
|---|--|
| <i>Exclusion of Statutory Covenants</i> | 1. The implied covenants deemed to be included in a charge under subsection 7(1) of the <i>Land Registration Reform Act</i> as amended or re-enacted are excluded from the Charge. |
| <i>Right to Charge the Land</i> | 2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge. |
| <i>No Act to Encumber</i> | 3. The Chargor has not done, committed, executed or willfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose. |
| <i>Good Title in Fee Simple</i> | 4. The Chargor, at the time of the delivery for registration of the Charge, is and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of Inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown. |
| <i>Promise to Pay and Perform</i> | 5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same. |
| <i>Interest After Default</i> | 6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land. |
| <i>No Obligation to Advance</i> | 7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefore, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable. |
| <i>Costs Added to Principal</i> | 8. The Chargee may pay all premisses of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable. |
| <i>Power of Sale</i> | 9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the <i>Mortgages Act</i> . In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly |

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

Quiet Possession

10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

Right to Distrain

11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefore upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Further Assurances

12. From an after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

Acceleration of Principal and Interest

13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.

Unapproved Sale

14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.

Partial Releases

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefore, without responsibility therefore, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

Obligation to Insure

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefore and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefore shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

Obligation to Repair

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

Page 3

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

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

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

(d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as Guarantor all such covenants, liabilities and obligations shall be joint and several.

(e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

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

Interpretation

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

Paragraph headings

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

Date of Charge

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

Effect of Delivery of Charge

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

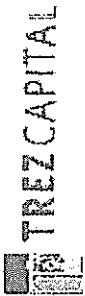
TAB T

THIS IS **EXHIBIT "T"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 15th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BURBARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507



Suite 1550 - 1185 West Georgia Street
 Vancouver, BC V6E 4E6
 Tel: 604-689-0821; Fax: 604-638-2775

May 10, 2017

Borrower: 2481043 Ontario Inc.
 Property: located at 1450 Don Mills, Toronto, Ontario
 Loan name and number: Norstar - 1450 Don Mills (Loan no. 1415/15)

MORTGAGE STATEMENT

	<u>From</u>	<u>To</u>	<u>Days</u>	<u>Rate</u> <u>p.a.</u>	<u>Principal</u> <u>Advance, CAD\$</u>	<u>E & OE</u>			<u>Principal</u> <u>Balance CAD\$</u>
						<u>TOTAL</u>	<u>Interest CAD\$</u> <u>Paid</u>	<u>Accrued</u>	
Assumed loan on	18-Jan-16				23,400,000.00				23,400,000.00
Interest to IAD	18-Jan-16	31-Jan-16	14	4.50%		40,278.69	40,278.69	40,278.69	40,278.69
Balance on February 1, 2016					23,400,000.00	0.00	40,278.69	40,278.69	23,440,278.69
Payment received on	19-Feb-16								
Balance on February 19, 2016					23,400,000.00	40,278.69	(40,278.69)	(0.00)	(40,278.69)
Interest	1-Feb-16	29-Feb-16	29	4.50%		83,434.43	83,434.43	83,434.43	83,434.43
Balance on March 1, 2016					23,400,000.00	40,278.69	83,434.42	83,434.42	23,483,434.43
Payment received on	3-Mar-16					45,000.00	(45,000.00)	(45,000.00)	(45,000.00)
Balance on March 3, 2016					23,400,000.00	85,278.69	38,434.43	38,434.43	23,438,434.43
Payment received on	18-Mar-16								
Balance on March 18, 2016					23,400,000.00	38,434.43	(38,434.43)	0.00	(38,434.43)
Interest	1-Mar-16	31-Mar-16	31	4.50%		89,188.52	89,188.52	89,188.52	89,188.52
Balance on April 1, 2016					23,400,000.00	123,713.12	123,713.12	89,188.52	23,489,188.52
Payment received on	4-Apr-16								
Balance on April 4, 2016					23,400,000.00	89,188.52	(69,188.52)	(0.00)	(69,188.52)
Advance interest payment rec'd on April 25, 2016 (Borrower's payment of Trez portion on Enbridge Gas Bill)						14,038.76	(14,038.76)	(14,038.76)	(14,038.76)
Total amount as of April 25, 2016					23,400,000.00	226,940.40	(14,038.76)	(14,038.76)	23,385,961.24

E & OE

	From	To	Days	Rate P.a.	Principal Advance, CAD\$	Interest CAD\$		Principal Balance CAD\$
						TOTAL	Paid / Accrued	
Paydown received on April 29, 2016					(1,000,000.00)			(1,000,000.00)
Balance on April 29, 2016					22,400,000.00	212,901.64	226,940.40	22,385,961.24
Interest	1-Apr-16	28-Apr-16	28	4.50%		80,557.38		86,065.58
Interest	29-Apr-16	30-Apr-16	2	4.50%		5,508.20		86,065.58
Balance on May 1, 2016					22,400,000.00	298,967.22	226,940.40	22,472,026.82
Payment received on	3-May-16						71,903.87	(71,903.87)
Balance on May 3, 2016					22,400,000.00	298,967.22	298,844.27	22,400,122.95
Interest	1-May-16	31-May-16	31	4.50%		85,377.05		85,377.05
Balance on June 1, 2016					22,400,000.00	384,344.27	298,844.27	22,485,500.00
Payment received on	2-Jun-16						45,500.00	(45,500.00)
Balance on June 2, 2016					22,400,000.00	384,344.27	344,344.27	22,440,000.00
Payment received on	6-Jun-16						40,000.00	(40,000.00)
Balance on June 6, 2016					22,400,000.00	384,344.27	384,344.27	22,400,000.00
Interest	1-Jun-16	30-Jun-16	30	4.50%		82,622.95		82,622.95
Balance on July 1, 2016					22,400,000.00	466,967.22	384,344.27	22,482,622.95
Payment received on	13-Jul-16						16,000.00	(16,000.00)
Balance on July 13, 2016					22,400,000.00	466,967.22	400,344.27	22,466,622.95
Payment received on	15-Jul-16						66,622.95	(66,622.95)
Balance on July 15, 2016					22,400,000.00	466,967.22	466,967.22	22,400,000.00
Interest	1-Jul-16	12-Jul-16	12	4.50%		33,171.08		33,171.08
Interest	13-Jul-16	14-Jul-16	2	4.50%		5,524.58		33,171.08
Interest	15-Jul-16	31-Jul-16	17	4.50%		46,819.67		85,515.33
Balance on August 1, 2016					22,400,000.00	552,482.55	466,967.22	22,485,515.33
Payment received on	11-Aug-16						60,000.00	(60,000.00)
Balance on August 11, 2016					22,400,000.00	552,482.55	526,967.22	22,425,515.33
Payment received on	19-Aug-16						25,515.33	(25,515.33)
Balance on August 19, 2016					22,400,000.00	552,482.55	552,482.55	22,400,000.00

E & OE

	From	To	Days	Rate p.a.	Principal Advance, CAD\$	Interest CAD\$		Principal Balance CAD\$
						TOTAL	Accrued	
Interest	1-Aug-16	10-Aug-16	10	4.50%				
Interest	11-Aug-16	18-Aug-16	8	4.50%		27,646.13		
Interest	19-Aug-16	31-Aug-16	13	4.50%		22,057.88		
Balance on August 31, 2016					22,400,000.00	35,803.28	85,507.29	85,507.29
Payment received on Balance on September 23, 2016	23-Sep-16				22,400,000.00	637,989.84	85,507.29	22,485,507.29
Payment received on Balance on September 27, 2016	27-Sep-16				22,400,000.00	637,989.84	(45,555.29)	(45,555.29)
Payment received on Balance on September 30, 2016	1-Sep-16	30-Sep-16	30	4.50%	22,400,000.00	637,989.84	39,952.00	22,439,952.00
Payment received on Balance on October 12, 2016	12-Oct-16				22,400,000.00	40,050.00	(40,050.00)	(40,050.00)
Payment received on Balance on October 19, 2016	19-Oct-16				22,400,000.00	638,087.84	(98.00)	22,399,902.00
Interest	1-Oct-16	11-Oct-16	11	4.50%		82,622.95		82,622.95
Interest	12-Oct-16	18-Oct-16	7	4.50%		720,612.79		22,482,524.95
Interest	19-Oct-16	31-Oct-16	13	4.50%		720,612.79		22,442,524.95
Balance on November 1, 2016					22,400,000.00	806,138.05	85,525.26	85,525.26
Payment received on Balance on November 7, 2016	7-Nov-16				22,400,000.00	720,612.79	(0.00)	22,400,000.00
Interest	1-Nov-16	6-Nov-16	6	4.50%		85,505.26		(85,505.26)
Interest	7-Nov-16	30-Nov-16	24	4.50%		806,138.05	20.00	22,400,920.00
Balance on December 1, 2016					22,400,000.00	16,587.68	82,686.10	82,686.10
Payment received on Balance on December 16, 2016	16-Dec-16				22,400,000.00	66,098.42	82,706.10	22,482,706.10
Interest	1-Dec-16	15-Dec-16	15	4.50%		888,824.15		(82,706.10)
Interest	18-Dec-16	31-Dec-16	16	4.50%		82,706.10		22,400,000.00
Balance on January 1, 2017					22,400,000.00	974,353.73	85,529.58	85,529.58
Payment received on Balance on January 12, 2017	12-Jan-17				22,400,000.00	888,824.15	85,529.58	22,485,529.58
Interest	1-Jan-17	12-Jan-17	12	4.50%		82,706.10		(82,706.10)
Interest	13-Jan-17					971,530.25	2,823.48	22,402,823.48

E & OE

	From	To	Days	Rate p.a.	Principal Advance, CAD\$	Interest CAD\$			Principal Balance CAD\$
						TOTAL	Paid	Accrued	
Interest	1-Jan-17	11-Jan-17	11	5.00%		33,882.30			
Interest	12-Jan-17	31-Jan-17	20	5.00%	22,400,000.00	81,377.60		95,259.90	95,259.90
Balance on February 1, 2017						1,069,613.63	971,530.25	98,083.38	22,498,083.38
Payment received on Balance on February 6, 2017	6-Feb-17				22,400,000.00		2,823.45	(2,823.45)	(2,823.45)
Payment received on Balance on February 12, 2017	17-Feb-17				22,400,000.00		974,353.70	95,259.93	22,495,259.93
Payment received on Balance on February 22, 2017	22-Feb-17				22,400,000.00		48,000.00	(48,000.00)	(48,000.00)
Payment received on NSF Payment Returned on Balance on February 24, 2017	24-Feb-17				(48,050.00)		1,022,353.70	47,259.93	22,447,259.93
Payment received on NSF Payment Returned on Balance on February 24, 2017	24-Feb-17				22,351,950.00		95,309.93	(47,259.93)	(95,309.93)
Payment received on NSF Payment Returned on Balance on February 24, 2017	24-Feb-17				48,000.00		1,117,683.63	0.00	22,351,950.00
Payment received on NSF Payment Returned on Balance on February 24, 2017	24-Feb-17				22,399,950.00		47,259.93	(47,259.93)	(47,259.93)
Payment received on NSF Payment Returned on Balance on February 24, 2017	24-Feb-17				48,000.00		(48,000.00)		48,000.00
Payment received on NSF Payment Returned on Balance on February 24, 2017	24-Feb-17				22,399,950.00		1,116,923.56	(47,259.93)	22,352,690.07
Payment received on NSF Payment Returned on Balance on February 27, 2017	27-Feb-17				50.00		(47,259.93)	47,259.93	47,259.93
Payment received on NSF Payment Returned on Balance on February 27, 2017	27-Feb-17				22,400,000.00		27,209.93	27,209.93	27,259.93
Payment received on NSF Payment Returned on Balance on February 27, 2017	27-Feb-17				22,400,000.00		1,042,403.70	27,209.93	22,427,209.93
Interest	1-Feb-17	5-Feb-17	5	5.00%		15,409.65			
Interest	6-Feb-17	16-Feb-17	11	5.00%		33,896.97			
Interest	17-Feb-17	21-Feb-17	5	5.00%		15,374.84			
Interest	22-Feb-17	23-Feb-17	2	5.00%		6,123.82			
Interest	24-Feb-17	26-Feb-17	3	5.00%		9,186.04			
Interest	27-Feb-17	28-Feb-17	2	5.00%		6,144.44			
Balance on March 1, 2017					22,400,000.00	1,155,749.39	1,042,403.70	86,135.76	86,135.76
Payment received on Payment received on NSF payment returned on Balance on March 6, 2017	6-Mar-17						27,259.93	(27,259.93)	(27,259.93)
Payment received on Balance on March 6, 2017	6-Mar-17						43,080.46	(43,080.46)	
Payment received on Balance on March 6, 2017	6-Mar-17						(43,080.46)	43,080.46	
Payment received on Balance on March 7, 2017	7-Mar-17	(note 1)					1,069,663.63	86,085.76	22,486,085.76
Payment received on NSF payment returned on Balance on March 17, 2017	17-Mar-17						79,508.74	(79,508.74)	(79,508.74)
Payment received on NSF payment returned on Balance on March 17, 2017	20-Mar-17						1,149,172.37	6,577.02	22,406,577.02
Payment received on NSF payment returned on Balance on March 17, 2017	20-Mar-17						6,577.02	(6,577.02)	
Payment received on NSF payment returned on Balance on March 17, 2017	20-Mar-17						(6,577.02)	6,577.02	
Payment received on NSF payment returned on Balance on March 17, 2017	20-Mar-17						1,149,172.37	6,577.02	22,406,577.02

E & OE

	From	To	Days	Rate p.a.	Principal Advance, CAD\$	Interest CAD\$		Principal Balance CAD\$	
						TOTAL	Accrued		
Payment received on Balance on March 21, 2017	21-Mar-17	(note 2)	(\$6,627.02 - \$50)		22,400,000.00	1,155,749.39	6,577.02	(6,577.02)	22,400,000.00
Interest	1-Mar-17	5-Mar-17	5	5.00%		15,420.10			
Interest	6-Mar-17	6-Mar-17	1	5.00%		3,080.29			
Interest	7-Mar-17	20-Mar-17	14	5.00%		42,971.52			
Interest	21-Mar-17	31-Mar-17	11	5.00%		33,753.42			
Balance on April 1, 2017					22,400,000.00	1,250,974.71	1,155,749.39	95,225.32	22,495,225.32
Payment received on Balance on April 3, 2017	3-Apr-17				22,400,000.00	1,250,974.71	35,000.00	(35,000.00)	(35,000.00)
Payment received on Balance on April 5, 2017	5-Apr-17	(note 3)	[((\$20,000 + \$20,000 + \$22,175.32) - \$1,950)]		22,400,000.00	1,250,974.71	80,225.32	(80,225.32)	(60,225.32)
Interest	1-Apr-17	30-Apr-17	30	5.00%		92,054.78			
Balance on May 1, 2017					22,400,000.00	1,343,029.50	1,250,974.71	92,054.79	22,492,054.79
Payment received on Balance on May 1, 2017	1-May-17	(note 4)	[((\$46,526.08 + \$46,526.08) - \$1,197.37)]		22,400,000.00	1,343,029.50	92,054.79	(92,054.79)	(92,054.79)
Interest	1-May-17	10-May-17	10	5.00%		30,684.93			
Balance on May 10, 2017					22,400,000.00	1,373,714.44	1,343,029.50	30,684.94	22,430,684.94

		E & OE		Principal		Interest CAD\$		Principal	
		Rate		Advance, CAD\$		Paid		Balance CAD\$	
From	To	Days	D.a.	TOTAL	Accrued				

Balance on May 10, 2017 per above

\$ 22,430,884.94

Add: Forbearance Fee

5,000.00

Add: Legal fees (Please see the attached details of the interests calculations)

Robins Appleby Bill with ref#152574	\$	1,525.50							
Robins Appleby Bill with ref#152837		4,529.49							
Robins Appleby Bill with ref#153068		3,503.00							
Robins Appleby Bill with ref#153761		2,271.75							
Robins Appleby Bill with ref#153986		6,945.24							
Robins Appleby Bill with ref#154218		2,594.54							

21,369.52

Blaney McMurtry Inv#578436	\$	2,710.26							
Blaney McMurtry Inv#580994		840.95							
Blaney McMurtry Inv#584876		519.80							
Blaney McMurtry Inv#589186		189.30							
Blaney McMurtry Inv#591650		3,926.93							
Blaney McMurtry Inv#593785		2,232.27							

Total legal fees as of November 30, 2016

10,419.51

Add: Interest calculated up to November 30, 2016

31,789.03

Total legal fees and interest as of November 30, 2016

205.80

Less: Payment received on December 16, 2016

31,994.63

Balance on December 16, 2016

(31,990.90)

Add: Interest for December 1 to 31, 2016

3.93

Balance on January 1, 2017

58.02

Add: Interest for January 1 to 31, 2017

62.85

Balance on February 1, 2017

0.27

Add: Robins Appleby Bill with ref#154743

63.22

Sub-total

63.22

Less: Applied portion payment received on March 7, 2017 (note 1) (\$86,210.46 - \$79,508.74)

1,638.50

6,701.72

(6,701.72)

0.00

Add: Default Administration Fee for the months of September 2016 and May 2017 (\$5,000 x 9 months)

45,000.00

Administration Fee for returned NSF payments (Feb 24th, 2 payments on Feb 27th, Mar 8th & Mar 20th) - \$400 x 5 times

2,000.00

Less: Applied portion of payment received on March 21, 2017 (note 2) (\$6,627.02 - \$6,577.02)

(50.00)

Balance of administration fees for NSF payments on March 21, 2017

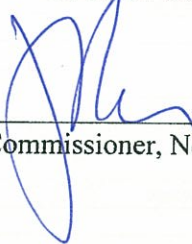
1,950.00

		E & OE					
From	To	Days	Rate p.a.	Principal Advance, CAD\$	Interest CAD\$ Paid	Accrued	Principal Balance CAD\$
Less: Applied portion of payment received on March 21, 2017					TOTAL	(1,950.00)	
				[(\$20,000 + \$20,000 +22,175.32) - \$60,225.32]			
Add: Travel expenses for Feb. 27, 2017 to Mar. 27, 2017 (\$782.57 + 414.80)						1,197.37	
Less: Applied portion of payment received on May 1, 2017					TOTAL	(1,197.37)	
				[(\$46,626.08 + \$46,626.08) - \$92,054.79]		(0.00)	
Total as of May 10, 2017							\$ 22,475,684.94
Interest per diem on May 11, 2017 after 1:00 PM PST							\$ 3,068.49

Notes: The above statement does not include:
 (1) any unbilled and additional legal fees that may be incurred;
 (2) unpaid property tax and utilities arrears; and
 (3) property tax vacancy rebate of \$128,403.09 that the borrower has agreed to pay the seller of 1450 Don Mills Avenue, a Lender's affiliate, when the City processed the rebate payment

TAB U

THIS IS EXHIBIT "U" REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 15th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BURKARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507



Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	2481043 ONTARIO INC								
File Currency	11MAY 2017								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	721752039	1	1	1	1	21OCT 2021			
FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
721752039		001	001		20161021 1027 1862 8700	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2481043 ONTARIO INC								
	Address			City	Province	Postal Code			
	1450 DON MILLS ROAD			TORONTO	ON	M5B 2X7			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	COMPUTERSHARE TRUST COMPANY OF CANADA								
	Address			City	Province	Postal Code			
	100 UNIVERSITY AVENUE, 9TH FLOOR			TORONTO	ON	M5J 2Y1			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
	SECURITY RELATING TO THOSE LANDS AND PREMISES MUNICIPALLY KNOWN AS								
	1450 DON MILLS ROAD TORONTO ONTARIO								
Registering Agent	Registering Agent								
	BLANEY MCMURTRY LLP (R. COHEN)								
	Address			City	Province	Postal Code			
	2 QUEEN STREET EAST, SUITE 1600			TORONTO	ON	M5C 3G5			



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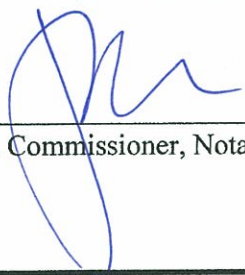
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TAB V

THIS IS **EXHIBIT "V"** REFERRED TO IN
THE AFFIDAVIT OF PHILIP PINCUS
SWORN BEFORE ME THIS 15th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH
Barrister & Solicitor
2900-595 BURNARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

CLEAR CERTIFICATE / CERTIFICAT LIBRE

SHERIFF OF / SHÉRIF DE : CITY OF TORONTO (TORONTO)

CERTIFICATE # /
N° DE CERTIFICAT : 31221806-5014069BDATE OF CERTIFICATE /
DATE DU CERTIFICAT : 2017-MAY-12**SHERIFF'S STATEMENT**

THIS CERTIFIES THAT THERE ARE NO ACTIVE WRITS OF EXECUTION, ORDERS OR CERTIFICATES OF LIEN FILED WITHIN THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE *EXECUTION ACT* AT THE TIME OF SEARCHING AGAINST THE REAL AND PERSONAL PROPERTY OF:

DÉCLARATION DU SHÉRIF

CE CERTIFICAT ATTESTE QU'IL N'Y A AUCUNE ORDONNANCE ACTIVE OU AUCUN BREF D'EXÉCUTION FORCÉE OU CERTIFICAT DE PRIVILÈGE ACTIF DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA *LOI SUR L'EXÉCUTION FORCÉE* AU MOMENT DE LA RECHERCHE VISANT LES BIENS MEUBLES ET IMMEUBLES DE :

NAME SEARCHED / NOM RECHERCHÉ

#	PERSON OR COMPANY / PERSONNE OU SOCIÉTÉ	NAME OR SURNAME, GIVEN NAME(S) / NOM OU NOM DE FAMILLE, PRÉNOM(S)
1.	COMPANY / SOCIÉTÉ	2481043 ONTARIO INC.

CAUTION TO PARTY REQUESTING SEARCH:

1. IT IS THE RESPONSIBILITY OF THE REQUESTING PARTY TO ENSURE THAT THE NAME SEARCHED IS CORRECT.
2. BY VIRTUE OF THIS CERTIFICATE, THE SHERIFF IS ASSURING THAT THIS NAME WILL REMAIN CLEAR UNTIL THE END OF CLOSE OF THIS BUSINESS DATE, UNLESS THE SHERIFF IS DIRECTED OTHERWISE UNDER AN ORDER OF THE COURT.

AVERTISSEMENT À LA PARTIE QUI DEMANDE LA RECHERCHE :

1. IL INCOMBE À LA PARTIE QUI DEMANDE LA RECHERCHE DE S'ASSURER QUE LE NOM RECHERCHÉ EST EXACT.
2. EN VERTU DU PRÉSENT CERTIFICAT, LE SHÉRIF ASSURE QUE CE NOM DEMEURE LIBRE JUSQU'À LA FIN DE CETTE JOURNÉE DE TRAVAIL, À MOINS DE RECEVOIR DES DIRECTIVES CONTRAIRES AUX TERMES D'UNE ORDONNANCE DU TRIBUNAL.

CHARGE FOR THIS CERTIFICATE /
FRAIS POUR CE CERTIFICAT : CDN 11.60SEARCHER REFERENCE /
REFERENCE CONCERNANT
L'AUTEUR DE LA DEMANDE : 1600187

CERTIFICATE # / N° DE CERTIFICAT : 31221806-5014069B

TAB W

THIS IS **EXHIBIT "W"** REFERRED TO IN
THE AFFIDAVIT OF SERVICE OF PHILIP PINCUS
SWORN BEFORE ME THIS 5th DAY
OF MAY 2017



A Commissioner, Notary, Etc.

JAMES H. McBEATH

Barrister & Solicitor
2900-595 BARRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7507

Court File No.:

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

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

BETWEEN:

**TREZ CAPITAL LIMITED PARTNERSHIP,
TREZ CAPITAL (2011) CORPORATION and
COMPUTERSHARE TRUST COMPANY OF CANADA**

Applicants

-and-

2481043 ONTARIO INC.

Respondents

CONSENT

MNP LTD., a licensed trustee in bankruptcy, hereby agrees to act as Receiver of the property, assets and undertakings of the Respondent, 2481043 Ontario Inc.

Dated at Toronto, Ontario this 12th day of May, 2017.

MNP LTD.Per: 

Name: Sheldon Title

Title: Senior Vice-President

TREZ CAPITAL LIMITED - and -
PARTNERSHIP, ET AL.

2481043 ONTARIO INC.

Applicants

Respondent

Court File No.: CV-17-11800-00CL

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

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

PROCEEDING COMMENCED AT TORONTO

CONSENT

ROBINS APPLEBY LLP

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

Dominique Michaud LSUC No.: 56871V

dmichaud@robapp.com
Tel: (416) 360-3795

Ellad Gersh LSUC No.: 58579S

egersh@robapp.com
Tel: (416) 360-3740
Fax: (416) 868-0306

Lawyers for the Applicants

TREZ CAPITAL LIMITED - and-
PARTNERSHIP, ET AL.

2481043 ONTARIO INC.

Applicant(s)

Respondent(s)

Court File No.: CV-17-11800-00CL

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

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

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF PHILIP PINCUS

ROBINS APPLEBY LLP

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

Dominique Michaud LSUC No.: 56871V

dmichaud@robapp.com
Tel: (416) 360-3795

Ellad Gersh LSUC No.: 58579S

egersh@robapp.com
Tel: (416) 360-3740
Fax: (416) 868-0306

Lawyers for the Applicants

TAB 3

Court File No.: CV-17-11800-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

TREZ CAPITAL LIMITED PARTNERSHIP,
TREZ CAPITAL (2011) CORPORATION and
COMPUTERSHARE TRUST COMPANY OF CANADA

Applicants

- and -

2481043 ONTARIO INC.

Respondent

PRE-FILING REPORT OF THE PROPOSED RECEIVER
MAY 19, 2017

INTRODUCTION AND PURPOSE

1. MNP Ltd. (“MNP”) understands that Computershare Trust Company of Canada, Trez Capital (2011) Corporation and Trez Capital Limited Partnership (collectively, the “Lenders”) intend to make an application to the Ontario Superior Court of Justice (the “Court”) for an order (the “Appointment Order”) appointing MNP as receiver (the “Receiver”) over the lands and premises municipally known as 1450 Don Mills Road, Toronto, Ontario (the “Property”).
2. MNP is a licensed trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act* (“BIA”). MNP has consented to act as Receiver in this proceeding in the event the Court grants the Appointment Order. In the context of this pre-filing report (the “Pre-Filing Report”), MNP is referred to as the “Proposed Receiver”.

3. The purpose of this Pre-Filing Report is to provide the Court with information in respect of:
 - a. background information about the Property;
 - b. the Proposed Receiver's proposed initial actions;
 - c. the process that the Proposed Receiver proposes to undertake in order to market the Property for lease and sale; and
 - d. the Lenders' request for the Court's approval of the Marketing Process (as such term is later defined below).

TERMS OF REFERENCE

4. In preparing the Pre-Filing Report, the Proposed Receiver has relied on information regarding the Property:
 - a. provided by the Lenders and their counsel;
 - b. contained in the Affidavit of Philip Pincus, sworn May 15, 2017 (the "**Pincus Affidavit**"); and
 - c. as otherwise made available or provided to the Proposed Receiver and its counsel.
5. This Pre-Filing Report should be read in conjunction with the Pincus Affidavit filed in support of the Lenders' application.
6. Except as described in this Pre-Filing Report, the Proposed Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada.

BACKGROUND

Purpose of the Receivership

7. The Lenders financed the acquisition of the Property by 2481043 Ontario Inc. (“**248 Ontario**”) by way of a loan in September 2015 (the “**Loan**”) and hold a mortgage registered on title to the Property securing the principal sum of \$30 million (the “**248 Charge**”).
8. Norstar Investment Consortium Inc. (the “**Beneficial Owner**”) owns all of the issued and outstanding shares of 248 Ontario.
9. Ontario International Collège Inc. (the “**Guarantor**”) guaranteed the obligations of 248 Ontario under the Loan.
10. On October 5, 2016, the Lenders entered into a Forbearance Agreement with 248 Ontario, the Guarantor and the Beneficial Owner. Prior to entering into the Forbearance Agreement, on September 1, 2016, the Lenders made demand on the Loan and issued a Notice of Intention to Enforce Security pursuant to s.244 of the BIA. There have been subsequent events of default under the Forbearance Agreement, including non-payment of property taxes.
11. As at May 10, 2017, 248 Ontario was indebted to the Lenders in the amount of approximately \$22,476,000 plus per diem interest of approximately \$3,068 and unpaid disbursements and any other unpaid amounts in respect of the Loan.
12. The Lenders have commenced this proceeding in order seek the appointment of MNP as Receiver to conduct a court-supervised process to market the Property for lease or sale, as described below.

The Property

13. The Property is comprised primarily of a three-storey low rise commercial office development situated on a 4.5 acre site located at 1450 Don Mills Road in the City of Toronto, Ontario. Constructed circa 1985, the office building encompasses approximately

157,000 square feet and was the former head office of the National Post newspaper. The building is, as of the date of this report, almost completely vacant; a related party to the Beneficial Owner currently occupies approximately 2,000 square feet in the office building that forms part of the Property.

14. In the Toronto Northeast commercial real estate market, there is currently no other property of greater than 100,000 square feet publicly listed for sale.

Secured or Priority Claims

15. The Proposed Receiver understands from the Pincus Affidavit that there are no encumbrances registered on title to the Property other than the 248 Charge and related security documents in favour of the Lenders.
16. At this time, the Proposed Receiver has not sought from independent counsel a security opinion regarding the Lenders' security.

PROPOSED INITIAL ACTIONS

17. Should the receivership application be successful, the Proposed Receiver intends to, *inter alia*:
 - a. immediately take possession of the Property;
 - b. select a property manager to assist with managing and maintaining the Property;
 - c. assess the adequacy of existing insurance coverage or arrange for alternate insurance on the Property;
 - d. arrange for periodic inspections of the Property to, among other things, monitor the condition of the Property and to comply with insurance requirements;
 - e. monitor the cash flows for the Property and borrow funds, as required, to fund any necessary expenditures;
 - f. investigate the status of any tax appeals, vacancy refunds and reconsideration requests;

- g. arrange for a building condition report, an appraisal and an environmental assessment of the Property, if required; and
- h. commence the Marketing Process (defined below) if approved by the Court.

PROPOSED MARKETING PROCESS

18. The primary role of the Receiver will be to conduct a court-supervised leasing and sale process for the Property. The process contemplates a concurrent attempt to identify leasing and sale opportunities as the value of the Property and type of potential purchaser may increase and expand if the Property becomes tenanted.
19. Given the contemplated leasing aspect and in order to ensure that the market for the Property is fully and sufficiently covered, the Proposed Receiver believes that it would be most effective and efficient to retain a national real estate brokerage firm for this purpose.
20. The Proposed Receiver has obtained listing proposals from three well-known national real estate brokerages: CBRE, Colliers International and Avison Young Commercial Real Estate (Ontario) Inc. (the “**Realtors**”). A summary of these proposals from the Realtors is attached as **Confidential Appendix “A”**.
21. The Proposed Receiver is of the view that the proposal submitted by CBRE provides the best opportunity to the maximize realization on the Property, particularly given CBRE’s leasing experience in the Toronto Northeast commercial market, including its recent successes in dealing with properties greater than 100,000 square feet. A copy of CBRE’s proposal, which includes a description of the proposed leasing and sale process (the “**Marketing Process**”), is attached as **Confidential Appendix “B”**. Accordingly, the Marketing Process being sought for approval by this Court contemplates the Proposed Receiver engaging CBRE to conduct such sale and leasing process, as outlined below and in the confidential appendix.

22. The Marketing Process contemplated by CBRE is summarized as follows:

	SALE PROGRAM	LEASE PROGRAM
Pre-Marketing Stage (approximately 20 days)	<ul style="list-style-type: none"> Assemble due diligence materials and set-up on-line data room Preparation of marketing materials, including confidential information memorandum, flyers, etc. Execution of a listing agreement 	<ul style="list-style-type: none"> Preparation of marketing materials, including concept floor plans, renderings, etc. Execution of a listing agreement
Phase 1 of Marketing (approximately 45 days)	<ul style="list-style-type: none"> Email blast and mailing to network and brokers Targeted phone campaign to potential purchasers Property tours Commence MLS listing Advertisement of sale in national newspaper and other publication 	<ul style="list-style-type: none"> Email blast and mailing to network and brokers Targeted phone campaign to brokers and potential tenants Property tours Seek LOI's/Offer for lease
First Bid Deadline (at the end of Phase 1) <i>Move to Phase 2 of Marketing if no satisfactory offers received;</i>	<ul style="list-style-type: none"> Review bids, and request re-submission of competitive bids, as appropriate Negotiate agreement of purchase and sale 	
Phase 2 of Marketing (approximately 45 days) <i>If the First Bid Deadline does not procure any satisfactory offers</i>	<ul style="list-style-type: none"> New email blast to network and brokers Targeted phone campaign to potential purchasers Property tours 	<ul style="list-style-type: none"> Continue ongoing leasing campaign – as per the above in Phase 1
Final Bid Deadline (at the end of Phase 2) <i>If the First Bid Deadline does not procure any satisfactory offers</i>	<ul style="list-style-type: none"> Review bids, and request re-submission of competitive bids, as appropriate Negotiate agreement of purchase and sale 	

23. The Proposed Receiver is of the view that the Marketing Process will adequately target tenants that would be suitable to take advantage of the Property's large floor plate and create interest that could be leveraged in sales discussions. When weighing their decisions to purchase the Property, potential purchasers are expected to consider, among other things, the Property's location, physical and functional characteristics, and are also expected to consider the financial stability of the Property by evaluating the quality and nature of the tenancy in the building. By carrying out a dual lease and sale campaign, the selected realtor shall seek to identify a secure tenant to be the lead tenant in the Property, or alternatively to identify tenants that may be interested in leasing a large portion of the Property.
24. Under the proposed listing agreements with CBRE, the commission rates will be as follows:
- a. Lease - \$1.50 per square foot of rentable area per annum (up to a 10 year term). CBRE is also authorized to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of \$1.00 per square foot of rentable area per annum (up to a 10 year term) out of the commission payable to the CBRE listing team; and
 - b. Sale - 2% of the sale price, or if CBRE listing team also represents the buyer, the commission will be reduced to 1.5% of the sale price. CBRE is also authorized to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 1% of the sale price out of the commission payable to the CBRE listing team.
25. At CBRE's recommendation, it is contemplated that the Receiver would offer the Property for sale without a list price, and utilizing the Multiple Listing Service.
26. The Receiver, with CBRE's assistance, will review and assess the bids received during the Marketing Process.
27. The Receiver will then look to enter into a binding agreement of purchase and sale for the Property, which it will present to this Court for approval, along with a reporting of the results of the Marketing Process.


28. Given the sensitive nature of the information in the Confidential Appendices, the Proposed Receiver respectfully recommends that this material be sealed pending completion of a sale transaction for the Property.

CONCLUSION AND RECOMMENDATION

29. Should the Court be inclined to appoint MNP as the Receiver in respect of the Property, given the foregoing, the Proposed Receiver recommends and respectfully requests that the Court grant an order:
- a. approving the Marketing Process; and
 - b. sealing Confidential Appendices “A” and “B”, pending the completion of a sale transaction for the Property.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 19TH DAY OF MAY, 2017.

MNP LTD.,
in its capacity as the
Proposed Court-appointed Receiver of
the property municipally known as 1450 Don Mills Road, Toronto, Ontario
and not in its personal or corporate capacities

Per: 
Matthew Lem
Senior Vice President

TREZ CAPITAL LIMITED - and - 2481043 ONTARIO INC.
PARTNERSHIP, ET AL.

Applicants

Respondent

Court File No.: CV-17-11800-00CL

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

IN THE MATTER OF Section 101 of the
Courts of Justice Act and Section 243 of the *Bankruptcy
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PROCEEDING COMMENCED AT TORONTO

APPLICATION RECORD

ROBINS APPLEBY LLP
Barristers + Solicitors
2600 - 120 Adelaide Street West
Toronto, ON M5H 1T1

Dominique Michaud LSUC No.: 56871V
dmichaud@robapp.com
Tel: (416) 360-3795

Ellad Gersh LSUC No.: 58579S
egersh@robapp.com
Tel: (416) 360-3740
Fax: (416) 868-0306

Lawyers for the Applicants