

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
[COMMERCIAL LIST]**

BETWEEN:

VERSABANK

Applicant

and

KEELE MEDICAL PROPERTIES LTD.

Respondent

**FIRST REPORT TO THE COURT SUBMITTED BY MNP LTD.,
IN ITS CAPACITY AS RECEIVER OF
KEELE MEDICAL PROPERTIES LTD.**

July 7, 2020

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1.0

Introduction and Purpose of Report

1.1 Introduction

1.1.1 Keele Medical Properties Ltd. (“**Keele**” or the “**Company**”) is the owner of real property and premises municipally known as 2701 and 2737 Keele Street, Toronto, Ontario (the “**Property**”).

1.1.2 The Property is comprised of 31 commercial condominium units on the ground floor of a 10-story condominium building, 3 basement storage units, 5 roof-top antenna condominium units, 9 signage condominium units and 80 covered parking stalls located in a multi-story parkade at the base of a neighbouring residential condominium building. Historically, the commercial condominium units have generally been rented to medical practitioners.

1.1.3 Bhaktraj (Raj) Singh (“**Singh**”) is the sole registered director of Keele.

1.1.4 Versabank, formerly Pacific & Western Bank of Canada, is the senior secured lender to the Keele. As of the date of this report, Versabank is owed approximately \$6,524,000 by Keele, plus accruing interest and costs of enforcement. The indebtedness to Versabank is secured by the following:

- mortgage over the Property;
- assignment of rents;
- general security agreement;
- assignment of insurance proceeds;
- guarantee and postponement of claim executed by Singh, limited to the sum of \$3.0 million plus interest and costs;
- postponement and subordination of shareholders/creditors loans; and
- postponement and priorities agreement executed by Keele Medical Trustee Corporation and Olympia Trust Company.

All of documents granting the above security interests/postponements are dated December 8, 2014.

1.1.5 Keele granted a second charge on the Property to Keele Medical Trustee Corporation (“**Trustee Corp**”). Grant Thornton Limited (“**Grant Thornton**”) was appointed trustee of Trustee Corp and other companies known as the “Tier 1 Trustee Corporations”, by way of Order of this Court dated October 27, 2016. Trustee Corp is owed approximately \$4.1 million plus accruing interest and costs of enforcement.

1.1.6 Keele granted a third charge on the Property to Westmount-Keele Limited (“**Westmount**”), the former owner of the Property. Westmount is owed approximately \$1.2 million plus accruing costs and interest.

1.1.7 On May 29, 2015 the Toronto Standard Condominium Corporation No. 1786 (“**TSCC 1786**”) registered liens over certain condominium units for unpaid condo fees, a special assessment related to construction of the parkade, plus accruing interest (the “**Condo Liens**”). Keele challenged the

Condo Liens and, pursuant to the decision of Justice Chiappetta dated March 2, 2017, such challenge was dismissed, and the Condo Liens were held to be valid. Costs were subsequently awarded against Keele. TSCC 1786 is owed approximately \$1.9 million as at June 30, 2020.

- 1.1.8 Galrich Restoration Inc. (“Galrich”) registered a construction lien against certain condominium units on May 20, 2015. Galrich is owed approximately \$1.7 million.
- 1.1.9 Keele had been trying to sell the Property since January 2018. There was a potential sale that did not materialize in October 2018.
- 1.1.10 On January 29, 2019, TSCC 1786 issued a Notice of Sale under Charger or Certificate of Lien under the *Land Titles Act* (“TSCC’s Notice of Sale”) seeking payment of \$848,967 (the registered amount of the Condo Liens at that time) on or before March 22, 2019.
- 1.1.11 Both Versabank and Grant Thornton had issued demand letters and Notices of Intention to Enforce Security prior to TSCC 1786’s Notice of Sale.
- 1.1.12 On March 19, 2019, on a motion brought by Versabank, the Honourable Justice Hailey of the Ontario Superior Court of Justice [Commercial List] issued an Order (the “Appointment Order”) appointing MNP Ltd. as receiver (the “Receiver”) of Keele. A copy of the Appointment Order is attached as **Appendix A**. The Appointment Order is substantially in the form of the Model Receivership Order.

1.2 Purpose of the Receiver’s First Report

- 1.2.1 This constitutes the Receiver’s First Report to the Court (the “First Report”) in this matter and is filed to:
 - i. Provide an overview of the Receiver’s activities since the date of its appointment and seek approval of those activities;
 - ii. Report the results of a security review conducted by the Receiver’s independent legal counsel; and,
 - iii. Obtain an Order or Orders:
 - a) approving the First Report and confidential supplement thereto, along with the activities of the Receiver detailed therein;
 - b) authorizing and directing the Receiver to enter a settlement agreement and release with TSCC 1786 and Toronto Standard Condominium Corporation No. 2468 (“TSCC 2468”), as well as the two agreements appended thereto under Section 98 of the *Condominium Act* – the purpose of which is to settle an application commenced by Keele and facilitate access to Keele’s commercial parking units;
 - c) authorizing and directing the Receiver to enter into a further agreement with TSCC 1768, under Section 98 of the *Condominium Act* – the purpose of which is to regularize the installation and operation of a telecommunications “cell” on certain rooftop units owned by Keele on the roof of the condominium development;

- d) approving a settlement agreement and release between the Receiver and TSCC 1786 – the purpose of which is to settle the amount due and owing under the Condo Liens;
- e) approving the Agreement of Purchase and Sale made between the Receiver, as vender, and Humber River Medical Centre Inc. (“**Humber**”), as purchaser, dated June 8, 2020 and authorizing the Receiver to complete the transaction contemplated therein (the “**Transaction**”);
- f) vesting in Humber, on closing of the Transaction, the Company’s right, title and interest in and to the assets which are the subject of the Transaction;
- g) authorizing TSCC 1786 and/or TSCC 2468, as the case may be to register those agreements contemplated above against title to the affected real property, pursuant to Section 98 of the *Condominium Act*;
- h) sealing the Confidential Supplement to the First Report until completion of the Transaction or further Order of the Court;
- i) approving of the Receiver’s Statement of Receipts and Disbursements for the period March 19, 2019 to June 30, 2020;
- j) approving the fees and expenses of the Receiver and its legal counsel; and
- k) authorizing and directing the Receiver to distribute the net proceeds of the Transaction as outlined in the First Report.

2.0

Receiver's Activities

2.1 Possession

- 2.1.1 Upon its appointment, the Receiver attended the Property to meet with representatives of the Property Manager, Esbin Property Management Inc. (“Esbin”) and conduct a tour and inspection.
- 2.1.2 The Receiver noted a number of units were vacant, or in disrepair. There were 14 (of 31) units occupied by tenants.
- 2.1.3 A notice was sent to all tenants to advise of the receivership and provide contact information for Esbin and the Receiver.
- 2.1.4 The Receiver froze the former operating account of Keele at HSBC and seized the funds in the account.
- 2.1.5 The Receiver has worked with Esbin since the date of its appointment to collect the monthly lease revenue, pursue delinquent tenants, manage the units and any maintenance or repairs required.

2.2 Property Manager

- 2.2.1 Esbin acted as property manager prior to the receivership; however, there was no property management contract in place. Given their knowledge of the Property and its tenants, the Receiver opted to retain Esbin as property manager and entered into a Property Management Agreement.

2.3 Tenant Receivables

- 2.3.1 During the course of the receivership 6 tenants broke their leases and removed all of their personal property without notice to Esbin or the Receiver. Esbin has sent demand letters to all six of these former tenants to advise they remain responsible to the Receiver for the full amount of the lease payments due under their lease. The Receiver has not initiated legal action against any of these former tenants; however, retains the right to do so or to assign these receivables to Humber, as the purchaser of the Property.
- 2.3.2 According to the records of Keele, one former tenant, Regency Rehabilitation, who had vacated their unit prior to the receivership owed Keele \$253,000 as at the date of receivership, plus the amount yet due under the balance of their lease. Prior to the Receivership, Keele had engaged Harris & Harris LLP (“Harris”) to pursue collection of this amount. Given Harris’s prior knowledge of the account the Receiver worked with Harris to continue to pursue collections. Harris sent Regency Rehabilitation a number of demand letters, both before and after the date of receivership. As no response to these letters had been received. On October 7, 2019 a Statement of Claim was issued against Regency Rehabilitation. This action remains ongoing as at the date of this report.

2.4 Cushman & Wakefield

- 2.4.1 Cushman & Wakefield ULC (“Cushman”) was retained by Keele prior to the receivership to list the Property for sale, and to find tenants to lease the vacant units. On October 4, 2019, the Receiver entered into a Commercial Listing Agreement with Cushman, engaging them to list the vacant units on MLS and seek out new tenants. Cushman brought in one new tenant through this listing.

2.5 Property Tax Vacancy Report

2.5.1 Prior to the Appointment Order, Singh had initiated applications for vacancy rebates for 2018 property taxes assessed against the vacant condominium units. The Receiver completed the application. Rebates totalling approximately \$5,000 were issued by the City of Toronto. The Receiver understands 2018 was the last year of the property tax vacancy rebate program.

2.6 Parking Section 98 Agreements

2.6.1 One of the main challenges that tenants experienced with the Property was a lack of available parking for their clients/patients/customers, notwithstanding the fact that Keele owned 80 parking units in the adjacent parkade, jointly administered by TSCC 1786 and TSCC 2468. These units were not easily accessible due to the physical layout of the parkade and requisite security measures. This was a contentious issue between Keele and the condominium corporations (TSCC 1786 and TSCC 2468).

2.6.2 In late 2016, Keele commenced a Court application, naming TSCC 1786, TSCC 2468 and various directors of the condominium corporations. The application included, among other things, allegations that the condominium corporations and their directors had acted oppressively. Keele sought certain injunctive relief, which would have required the condominium corporations to, among other things, grant unimpeded access to the parkade parking units. Keele also sought damages in the amount of \$12,500,000.

2.6.3 At the time the Receiver was appointed, Keele was already in advanced discussions to settle the above-noted application and resolve the parking issue. The Receiver obtained from litigation counsel to the condominium corporations, copies of a draft settlement and release, together with two draft agreements proposed under Section 98 of the *Condominium Act* with TSCC 1786 and TSCC 2468. If finalized and executed, such agreements would allow Keele to relocate a controlled access garage door in the parkade where the 80 owned parking units were located. The plan was to move the door from its current location at the ground floor entrance level to between the ground and first floor and allow free access to the 40 owned parking spots on the ground floor, as well as facilitate access to additional parking spots on other levels. This would grant Keele, and more importantly, commercial customer of its tenants, easy access to sufficient parking.

2.6.4 The Receiver consulted with Singh and confirmed that it was, in fact, Keele's intention to proceed with such settlement prior to the commencement of the Receivership. The Receivership consulted with counsel and concluded that continuing with the application commenced by Keele would be challenging and arguably pointless as, among other things, (a) much of the relief sought amounted to injunctive relieve aimed at achieving what was contemplated by the settlement; (b) it did not appear the condominium corporations acted beyond their legal rights or inappropriately; and (c) the damages claim seemed remote and/or inflated for strategic reasons. This conclusion was supported by the fact that Keele had been prepared to settle for operation accommodations rather than payment prior to the Receivership. In addition to the fact that success was at least uncertain if not unlikely, continuing with the application would be costly (which funding the Receiver did not have) and would delay a resolution of the parking issues. If the parking issues could be not resolved, the value of the Property was severely impaired. The Receiver concluded that the proposed settlement was the optimal means by which to address the parking concerns and make the Keele assets more attractive to purchasers of a commercial property.

2.6.5 Using the draft settlement agreement referenced above and the engineering drawings and a technical report to carry out this garage door relocation obtained by Keele prior to the receivership, the Receiver negotiated a revised settlement and release in respect of the application (the

“**Settlement & Release**”) as well as two (2) alterations agreements – one with TSCC 1786 and one with TSCC 1786 and TSCC 2468 – under Section 98 of the *Condominium Act* (collectively, the “**Parking Section 98 Agreements**”). The Parking Section 98 Agreements shall be registered on title and establish a two (2) year option from the date of signing for the Receiver or a purchaser of the Property, to relocate the garage door. In negotiating the Settlement & Release and Parking Section 98 Agreements, the Receiver consulted with Versabank as, not only is Versabank the senior secured creditor but Versabank also has significant experience is financing commercial condominiums and related construction work. At one point, Versabank was considering funding the garage door relocation and wanted to ensure these agreements were appropriate, which Versabank determined was the case. The Settlement & Release, with the two Parking Section 98 Agreements appended, is attached as **Appendix B** to this report and is subject to the approval of this Court.

2.6.6 In connection with the Parking Section 98 Agreements, the Receiver identified an issue. Title to the site of the proposed, relocated garage door – the parkade’s driveway Unit 105 – is not held by the condominium corporations. Under the declaration creating the condominium (the “**Condo Declaration**”, a copy of which is attached hereto as **Appendix C**, such unit was supposed to be transferred by the original owner of the property, Westmount, jointly to TSCC 1786 (57%) and TSCC 2468 (43%), within 120 days of completion of the Phase II of the condominium development. This transfer did not occur. Instead, Westmount transferred ownership of such unit to Fernbrook Homes (Wilson) Limited (“**Fernbrook**”), which company had constructed the development. This transfer is inexplicable to the Receiver and violates the terms of the Condo Declaration. It is problematic as neither the Receiver, nor any purchaser, will be prepared to construction the new garage door on property that is not owned by a party to the Parking Section 98 Agreements. The Receiver has requested that TSCC 1786 arrange for the transfer of Unit 105 in accordance with the terms of the Condo Declaration. Counsel to the Receiver has been working with counsel to TSCC 1786 and counsel to Fernbrook to resolve this issue. As of the date hereof, the Receiver understands that the parties have agreed to transfer title of Unit 105 as above prior to the hearing of the within motion. If this matter is not resolved, TSCC 1786 plans to make a motion to the Court concurrent with the Receiver’s motion herein to address this and other issues it has with Fernbrook.

2.6.7 The Parking Section 98 Agreements will be registered on title to the affected unit(s) pursuant to the *Condominium Act*. So as to ensure that this does not cause confusion in respect of the approval and vesting of the Keele assets in connection the closing of the proposed Transaction, TSCC 1786 and TSCC 2468 have agreed, and the Purchaser acknowledges, that the Parking Section 98 Agreements shall not be registered by on title until the earlier of August 3, 2020 or the day after the closing of the Transaction (assuming the Transaction is approved by the Court). For Clarity, the Receiver is requesting a court order authorizing TSCC 1786 and TSCC 2468 to make such registrations after closing of the Transaction.

2.7 Roof Top Section 98 Agreement

2.7.1 A tenant of Keele, Freedom Mobile, had installed various telecommunications equipment on the rooftop units it leases from Keele. This equipment required upgrading, which upgrades would require encroachment and further alterations to the common elements of the condominium, including, but not limited to, a number of modifications to the penthouse mechanical unit owned by TSCC 1786. While the leasing of telecommunication equipment within the roof top units is permitted under TSCC 1786’s declaration, the declaration does not go into detail with respect to the full extent of the modifications that Freedom Mobile requires to make to the common elements, including some of the alterations which have no direct connection to providing telecommunication services. The Receiver and TSCC 1786 have therefore negotiated a separate section 98 agreement

(the “**Roof Top Section 98 Agreement**”) to be registered on title reflecting that any telecommunication equipment that is located outside the unit boundaries of the roof top units and/or found throughout the common elements, are the responsibility of the owner of the roof top unit(s) (presently Keele). The Roof Top Section 98 Agreement is attached as **Appendix D** to this report and is subject to the approval of this Court.

2.7.2 The Roof Top Section 98 Agreement will be registered on title to the affected unit(s) pursuant to the *Condominium Act*. So as to ensure that this does not cause confusion in respect of the approval and vesting of the Keele assets in connection the closing of the proposed Transaction, TSCC 1786 has agreed, and the Purchaser acknowledges, that the Cell Tower Section 98 Agreement shall not be registered on title until the earlier of August 3, 2020 or the day after the closing of the Transaction (assuming the Transaction is approved by the Court). For clarity, the Receiver is requesting a Court Order authorizing TSCC 1786 and TSCC 2468 to make such registrations after closing of the Transaction.

2.8 Condo Lien Settlement Agreement

2.8.1 In 2015, TSCC 1786 registered a lien on title to the majority of the Property pursuant to the Condominium Act (Ontario), either under instrument nos. AT3896448 and AT3896438 (the “**Condo Liens**”), for \$188,518.13 and \$54,435.54, respectively. As discussed below, the Receiver’s counsel has provided an opinion that the Condo Liens are valid and secure, not only the face value of the liens but amounts for unpaid common expenses and costs arising thereafter.

2.8.2 Keele challenged the Condo Liens and, pursuant to the decision of The Honourable Justice Chiappetta dated March 2, 2017, such challenge was dismissed, and the Condo Liens were held to be valid. Costs were subsequently awarded against Keele. Since such time, additional unpaid common expenses, interests and legal costs have accrued, which amounts are secured by the Condo Liens, and which precipitated TSCC’s Notice of Sale in January 2019.

2.8.3 TSCC 1786 is owed approximately \$1,900,000 as of the date of this report, of which approximately \$1,600,000 relates to the pre-receivership period. As discussed further in this report, the Receiver’s counsel has provided an opinion that on its face, by virtue of the Condo Liens, this debt, ranks in priority to Versabank’s charge against the Property and all other charges on the Property.

2.8.4 Versabank questioned whether the debt secured by the Condo Liens was, in fact, in priority to its charge. However, Versabank agreed not to challenge the Condo Liens based on an agreement that TSCC 1786 would settle the pre-receivership debt and all costs would be reduced to the all-inclusive sum of \$1,000,000. The post-receivership charges for common expenses remain owing by the Receiver and will be paid by the Receiver. To facilitate this agreement, the Receiver and TSCC 1786 have entered into a settlement agreement (the “**Condo Lien Settlement Agreement**”), attached as **Appendix E**, which is subject to the approval of this Court.

2.9 CECRA

2.9.1 Esbin has sent a notice to all tenants of Property to advise of the federal governments’ Canada Emergency Commercial Rent Assistance Program (“**CECRA**”), instituted to provide relief to commercial tenants impacted by the Covid-19 economic crisis. Esbin is continuing to work with the tenants in respect of the same.

2.10 CRA

2.10.1 The Receiver opened a new HST account for the Receiver's reporting and remitting purposes and has filed all HST returns for the receivership period.

2.11 Insurance

2.11.1 The Receiver has been added as additional named insured to Keele's commercial and property insurance policies.

2.12 Cash and Banking

2.12.1 The Receiver arranged to have a new account set up with Versabank to facilitate future receipts and disbursements with respect to the receivership administration.

2.13 Notice

2.13.1 The Receiver prepared and issued a notice pursuant to Section 245(1) and 246(1) of the Bankruptcy and Insolvency Act to the Office of the Superintendent of Bankruptcy and to all known creditors of the Company (the "**Receiver's Notice**"). A copy of the Receiver's Notice is attached hereto at **Appendix F**.

2.13.2 The Receiver has setup a page on its website at mnpdebt.ca to publicly post all relevant receivership documents, including the Appointment Order.

2.14 Independent Counsel

2.14.1 The Receiver has retained Loopstra Nixon LLP ("**Loopstra**") as independent counsel to provide an opinion to the Receiver on the validity and enforceability of Condo Liens and the security held by Versabank and to provide legal advice to the Receiver during the course of the receivership, including but limited to the negotiation of the Settlement & Release, the Parking Section 98 Agreements, the Roof Top Section 98 Agreements, the Condo Lien Settlement and the negotiation and closing of the Transaction recommended herein.

3.0

Property Sale

- 3.1 Pursuant to the Appointment Order, the Receiver is authorized to market any or all of the property of the Company, including advertising and soliciting offers and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- 3.2 Prior to the receivership, the Property was initially listed for sale with Cushman in January 2018 at an opening list price of \$10,950,000. Cushman maintained the listing and effected a series of price reductions. At the date of receivership, the list price had been reduced to \$8,500,000. Cushman advised there had been limited interest during the listing with one, unacceptable offer received. Cushman believed the low occupancy of the Property was the main deterrent to a sale.
- 3.3 In excess of 30 parties made inquires with Cushman. One offer was received through Cushman prior to the receivership, and one offer received post receivership. The details of the offers are being provided to this Court via confidential supplement (the "**Confidential Supplement**"), which the Receiver requests be kept sealed pending completion of a sale of the Property. Neither offer resulted in a sale.
- 3.4 Following the Appointment Order, the Receiver made each of the mortgagees aware of the receivership, the status of the listing and Cushman's involvement. One mortgagee, Westmount, expressed a possible interest. The Receiver encouraged Westmount to submit an offer. Cushman provided Westmount with access to its online data room, which included all of the due diligence material, in June 2019. No offer was received from Westmount.
- 3.5 The Cushman listing agreement expired on April 13, 2019.
- 3.6 In preparation to re-list the Property, the Receiver commissioned an updated appraisal of the Property and requested listing proposals from Cushman and three other commercial real estate brokers. The details of the appraisal and listing proposals are provided in the Confidential Supplement.
- 3.7 The Receiver was advised by Singh, Esbin and Cushman there were two major problems with the Property, as follows:
 1. Lack of available parking – there are approximately 67 surface parking spots available to Keele, plus the 80 spots in the parking garage. The spots in the parking garage are behind controlled access gates and not easily made usable by visitors to the Property. Until a solution to this issue was found, visitors and patients of the Keele tenants were required to use the surface parking spots. However, for approximately 2 years prior to the receivership Keele had problems with the residential condo owners using the surface lots. As a result, the tenants began terminating their leases, and Keele could not find replacement tenants. TSCC 1786 ultimately enforced the surface parking area with pay parking for commercial tenants and visitors to their units, which did help resolve the problem; however, the tenants still required considerably more parking.
 2. Lack of signage – Keele's management believed a lack of signage at the Property rendered it less desirable to potential tenants. New signage was subject to approval of TSCC 1786, and they would not grant this approval.

- 3.8 Keele had initiated a claim against TSCC 1786, and the condo corporation managing the parkade (TSCC 2468), seeking damages for their alleged failure to provide a resolution to the above two matters that resulted in reduced income and property value due to low occupancy.
- 3.9 As discussed above, rather than list the Property as it was, with these concerns still outstanding and a major deterrent to any sale, the Receiver, in consultation with the various stakeholders in this receivership, opted to delay listing the Property until the Parking Section 98 Agreements could be finalized. Due to the nature of negotiating with a condominium corporation, this ultimately took longer than expected. In short, it is challenging to negotiate and obtain approvals from condominium boards, as they are comprised on non-commercial residents and its membership changes from time to time. Ultimately, in exchange for abandoning the legal action initiated by Keele, TSCC 1786 and TSCC 2468 agreed to negotiate the alterations to the parking garage (which resulted in the Parking Section 98 Agreements). The Receiver attempted to include a signage allowance in negotiations with TSCC 1786 and TSCC 2468; however, they remained firm that they would not allow this (other than simple parking signs) but left this option as open for future discussion with new owners. As discussed above, these agreements were based on, and in line with, the settlement agreement that Keele was poised to enter into prior to the receivership, subject to various negotiated alterations.
- 3.10 The Cushman listing agreement expired, and the Receiver advised Cushman that the same was not continued. The Receiver did, however, retain Cushman to market units available for rent. Although the Cushman listing agreement had expired, Cushman received a limited amount of interest from potential purchasers, but no other offers were received.
- 3.11 Four other parties, including Humber who was introduced to the Receiver by Versabank, approached the Receiver independently to request information on the Property. Each party, after executing a non-disclosure agreement, was provided with financial and property information to conduct due diligence.
- 3.12 Humber submitted an offer to purchase the Property. This offer represents a transaction that is provident, and is the best result for the estate in the circumstances. The Transaction will satisfy the Condo Liens (as settled) and Versabank's charge. There may also be further net proceeds available for the Trustee Corp, the next-ranking secured creditor. The Receiver and its counsel reviewed the material details of the offer with Versabank and Grant Thornton Limited, as trustee of the Trustee Corp, as well as the potential distributions stemming therefrom, both of whom indicated their support for the same. As such, the Receiver entered into an Agreement of Purchase and Sale with Humber (the "**Humber APS**"). A redacted copy of the Humber APS with the sale price information removed is attached to this report as **Appendix G**. A full, unredacted copy of the Humber APS is provided in the Confidential Supplement.
- 3.13 The Humber Transaction includes the Property, the leases, the chattels, the accounts (including those receivables described in section 2.3 above) and the assumed contracts (the "**Assets**"), all as defined in the Humber APS.
- 3.14 The Humber APS is subject to the approval of this Court and calls for a completion date of July 31, 2020 at the latest.

4.0 *Statement of Receipts and Disbursements*

- 4.1.1 Attached as **Appendix H** is a summary of the Receiver's Interim Statement of Receipts and Disbursements for the period March 19, 2019 to June 30, 2020.
- 4.1.2 The Receiver has generated receipts of approximately \$868,000, primarily from rental income, cash on hand in the Company's bank account, and a deposit from Humber.
- 4.1.3 The Receiver has made disbursements of approximately \$202,000, primarily for condo fees (which have been paid up to August, 2019), fees to Esbin, repairs and maintenance and property taxes (which have been paid to current on one leased unit as required under their lease).
- 4.1.4 In addition, the Receiver has paid \$57,086 in legal fees, as discussed in Section 5.0 of this report.
- 4.1.5 The Receiver has a balance of \$608,234 in the receivership bank account.

5.0***Receiver and its Counsel's Accounts***

- 5.1.1** As required in the Initial Order, the Receiver is seeking the approval of its accounts and the accounts of its legal counsel for the receivership period to date.
- 5.1.2** The Receiver has submitted one invoice for the period March 19, 2019 to June 19, 2020, in the amount of \$69,314.84, inclusive of disbursements and before HST. The invoice, together with the Receiver's affidavit of verification of fees, is attached as **Appendix I**.
- 5.1.3** Loopstra has submitted the following invoices to date:
- May 31, 2019 - \$24,498.35
 - July 9, 2019 - \$4,305.00
 - September 13, 2019 - \$4,976.88
 - November 12, 2019 - \$3,855.00
 - March 19, 2020 - \$10,882.50
 - May 7, 2020 - \$5,598.20
 - June 9, 2020 - \$2,970.00

The above amounts, totalling \$57,085.93, are inclusive of disbursements and before HST. The invoices, together with Loopstra's affidavit of verification of fees, are attached as **Appendix J**.

6.0***Proposed Interim Distribution***

- 6.1.1 The following is a summary of the *Personal Property Security Act (Ontario)* ("PPSA") registrations against Keele as at June 19, 2020:

REGISTRATION NO.	SECURED PARTY	COLLATERAL CLASSIFICATION
20141209 1151 1862 6784	Versabank	General Security
20180827 1147 1862 0983	Versabank	General Security

A copy of the PPSA search against Keele as of July 1, 2020 is attached as **Appendix K**.

- 6.1.2 The following is a summary of the registrations on title of the units comprising the Property:
as against fifteen (15) units comprising the Property:

Instrument	Registration Number	Party	Date	Amount
Charge	AT3762737	Versabank	December 10, 2014	\$6,000,000
Charge	AT3762758	Keele Medical Trustee Corporation and Olympia Trust Company	December 10, 2014	\$4,080,000
Charge	AT3762769	Westmount-Keele Ltd.	December 10, 2014	\$1,200,000

as against thirty-four (34) units comprising the Property:

Instrument	Registration Number	Party	Date	Amount
Charge	AT3762737	Versabank	December 10, 2014	\$6,000,000
Charge	AT3762758	Keele Medical Trustee Corporation and Olympia Trust Company	December 10, 2014	\$4,080,000
Charge	AT3762769	Westmount-Keele Ltd.	December 10, 2014	\$1,200,000
Condo Lien/98	AT389448	TSCC No. 1786	May 29, 2015	\$188,519

as against seventy-nine (79) units comprising the Property:

Instrument	Registration Number	Party	Date	Amount
Charge	AT3762737	Versabank	December 10, 2014	\$6,000,000
Charge	AT3762758	Keele Medical Trustee Corporation and Olympia Trust Company	December 10, 2014	\$4,080,000
Charge	AT3762769	Westmount-Keele Ltd.	December 10, 2014	\$1,200,000
Construction Lien	AT3887247	Galrich Restoration Inc.	May 20, 2020	\$1,698,374
Condo Lien/98	AT389438	TSCC No. 1786	May 29, 2015	\$54,436

as against one (1) unit comprising the Property:

Instrument	Registration Number	Party	Date	Amount
Charge	AT3762737	Versabank	December 10, 2014	\$6,000,000
Charge	AT3762758	Keele Medical Trustee Corporation and Olympia Trust Company	December 10, 2014	\$4,080,000
Charge	AT3762769	Westmount-Keele Ltd.	December 10, 2014	\$1,200,000
Condo Lien/98	AT389438	TSCC No. 1786	May 29, 2015	\$54,436

A copy of the parcel register for the units comprising the Property is attached as **Appendix L**.

6.2 Independent Legal Opinions re: Security

- 6.2.1** Loopstra has reviewed the Versabank security registrations against Keele, and the Condo Liens in favour of TSCC 1786. Versabank's interest is registered against all of the condominium units comprising the Property. The Condo Liens are registered against most, but not all, condominium units comprising the Property (the "**Liened Units**").
- 6.2.2** Subject to the customary assumptions and qualifications, Loopstra has provided an opinion that:
- a) the Condo Liens registered against Liened Units are valid and enforceable against those units;
 - b) the Condo Liens have priority over all other registered security interests against the Liened Units;
 - c) Versabank's security registered against all of the units comprising the Property is valid and enforceable; and,
 - d) Versabank has a subsequent priority charge behind that of TSCC 1786 in respect of the Liened Units in priority to all other registrations against the Liened Units, and a priority charge against all other units comprising the Property and all other assets of Keele.
- 6.2.3** A copy of the Loopstra security opinion in respect of Versabank dated July 6, 2020 is attached as **Appendix M**. A copy of the Loopstra security opinion in respect of the Condo Liens dated July 6, 2020 is attached as **Appendix N**.
- 6.2.4** Versabank provided an update on the Company's secured indebtedness calculated to July 15, 2020 to be \$6,524,196.87, plus a per diem of \$750.23 and costs continuing to accrue. Versabank shall present a final payout statement to the date of the distribution contemplated herein.
- 6.2.5** Attached as **Appendix O** is a payout statement from TSCC 1786 dated July 6, 2020 showing a total of \$305,394.78 outstanding that has accrued since the date of receivership.
- 6.2.6** In consultation with counsel the Receiver has confirmed, that (a) the indebtedness claimed by Versabank accorded with the underlying loan documentation; and, that (b) the amount claimed by TSCC was in respect of expenses and costs contemplated by the *Condominium Act* and well in excess of the agreed upon settlement amount.
- 6.2.7** As above, the proposed distribution to TSCC 1786 for pre-Receivership indebtedness secured by the Condo Liens is limited to \$1,000,000, pursuant to the Condo Lien Settlement Agreement. As noted in the Loopstra security review, the Condo Liens are not registered against all the condominium units being conveyed to Humber but are registered against the Liened Units, which make up more than 90% of the units to be conveyed to Humber. The Receiver requested that Loopstra provide a summary of the units against which the Condo Liens are registered and a breakdown of how the amount secured by the Condo Liens is allocated among such units. A copy of such summary is appended hereto as **Appendix P**. The proposed Transaction does not allocate value among the units. Notwithstanding this fact, based on the allocation of Keele's responsibility for common expenses, as among its owned units, the Liened Units account over 99.9% of the same; or, put another way, the Liened Units account for 99.9% of the value of the amounts secured by the Condo Liens. Such amount far exceeds

the amount payable to TSCC 1786 under the Condo Lien Settlement Agreement. Accordingly, the Receiver is of the view that the amount of the proposed distribution to TSCC 1786 is reasonable in the circumstances. By reason of entering into the Condo Lien Settlement Agreement, the Receiver may be in a position to make a further distribution to the party having a registered interest subsequent in priority to TSCC 1786 and Versabank.

- 6.2.8** The party holding the secured interest immediately subsequent to TSCC 1786 and Versabank is Grant Thornton, on behalf of Trustee Corp, who is owed approximately \$4,100,000 as of the date of this Report. Loopstra has reviewed the security held by Trustee Corp and provided verbal confirmation to the Receiver that such security is valid and enforceable.

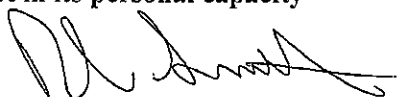
6.3 Receiver's Proposed Distribution

- 6.3.1** Based on Loopstra's review and the searches completed, other than government priority claims, the Receiver is not aware of any charges against the Assets in priority to those in favour of TSCC 1786 and Versabank.
- 6.3.2** CRA has conducted audits of the pre-receivership payroll and HST accounts and confirmed there are no debts owing by Keele for either account. As such, there are no government priority claims owing.
- 6.3.3** Based upon the foregoing, following closing of the Transaction (assuming same is approved by the Court), the Receiver proposes the following distributions of the proceeds remaining in the receivership estate after payment of all costs and expenses, including the approved Professional Fees:
- (i) \$1,000,000 to TSCC 1786 pursuant to the terms of the Condo Lien Settlement Agreement, assuming same is approved by this Court; and
 - (ii) payment in full of Versabank's outstanding indebtedness of approximately \$6,524,000, including all interest and costs as recoverable under the Versabank loan and security, the exact payout amount to be quantified at the date of payment.
- 6.3.4** The Receiver intends to bring a subsequent application to resolve any remaining funds in the estate account once the estate administration is complete and to seek its discharge.

7.0***Order Sought***

- 7.1.1 We submit this First Report to the Court and respectfully request that the Court make an order or orders as requested in paragraph 1.2.1 above.
- 7.1 All of which is respectfully submitted this 7th day of July 2020.

**MNP Ltd. in its capacity as Receiver of
Keele Medical Properties Ltd.
and not in its personal capacity**



Per: Robert W. Smith CPA, CA, CIRP, LIT
Senior Vice President

TAB 2A

Court File No. CV-19-615690-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE

)

TUESDAY, THE 19th

JUSTICE

HAINES

)

DAY OF MARCH, 2019

)



VERSABANK

Applicant

- and -

KEELE MEDICAL PROPERTIES LTD.

Respondent

ORDER
(Appointing Receiver)

THIS APPLICATION made by Versabank for an Order pursuant to subsection 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 MNP Ltd. ("**MNP**") as receiver (in such capacity, the "**Receiver**"), without security, of: (i) the real property described in **Schedule "A"** to this Order (the "**Real Property**"); and (ii) all other property, assets and undertakings of Keele Medical Properties Ltd. (the "**Debtor**") acquired for, or used in relation to the Real Property (collectively and, together with the Real Property, the "**Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jean-Paul Beker sworn March 6, 2019 and the exhibits thereto (the "**Beker Affidavit**") and on hearing the submissions of counsel for Versabank, counsel for Grant Thornton Limited, in its capacity as the Court-appointed Trustee (in such capacity, the "**Trustee**") of the Tier 1 Trustee Corporations (as such term is defined in the Beker Affidavit) and such other counsel as were present, no one appearing for any other party on the service list although

duly served as appears from the affidavit of service of Kelsey Evanitski sworn March 8, 2019, and on reading the consent of MNP to act as the Receiver,

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties conferred on the Receiver by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets as the Receiver deems reasonably necessary in order to carry out the powers conferred on the Receiver in this Order;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor with respect to the Property, including, without limitation, rent owing to the Debtor from the Property, 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, expend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, with the approval of this Court, and in 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;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any Property owned or leased by the Debtor; and
- (q) 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.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

Debtor is not lawfully entitled to carry on; (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the 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

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of

a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the 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.

19. **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.

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (Ontario) (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: mnpdebt.ca/corporate/keelemedical.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

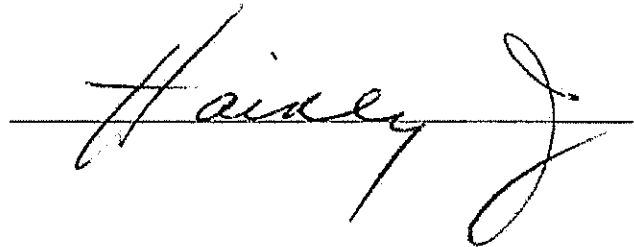
29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to

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

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that Versabank shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of Versabank's security or, if not so provided by Versabank's 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.

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver, the Trustee and any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in cursive script, appearing to read "Hainey J.", is written over a horizontal line.

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

MAR 19 2019

PER / PAR: RW

SCHEDULE "A"
DESCRIPTION OF THE REAL PROPERTY

2701 Keele Street, Toronto, Ontario

PART OF LOT 10 CONCESSION 3, WEST OF YONGE STREET, DESIGNATED PART 8 PLAN 66R-22243.;S/T AN EASE IN GROSS OVER PART 8 PLAN 66R-22243 AS IN AT-960112. T/W AN EASEMENT OVER PARTS 1,2,3 ON 66R-22508 AS SET OUT IN AT1556071. PIN 10235-1369(LT)

2737 Keele Street, Toronto, Ontario

UNIT 1, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0538 (LT)

UNIT 11, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0548 (LT)

UNIT 12, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0549 (LT)

UNIT 13, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0550 (LT)

UNIT 14, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0551 (LT)

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UNIT 15, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "N" OF DECLARATION NO. AT1223533 PIN 12786-0552 (LT)

UNIT 16, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0553 (LT)

UNIT 17, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0554 (LT)

UNIT 18, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0555 (LT)

UNIT 19, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0556 (LT)

UNIT 20, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0557 (LT)

UNIT 21, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS

1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0558 (LT)

UNIT 22, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0559 (LT)

UNIT 23, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0560 (LT)

UNIT 24, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0561 (LT)

UNIT 25, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0562 (LT)

UNIT 26, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0563 (LT)

UNIT 27, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0564 (LT)

UNIT 28, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0565 (LT)

UNIT 29, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0566 (LT)

UNIT 30, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0567 (LT)

UNIT 31, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0568 (LT)

UNIT 32, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0569 (LT)

UNIT 33, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0570 (LT)

UNIT 34, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS

1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0571 (LT)

UNIT 35, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0572 (LT)

UNIT 36, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0573 (LT)

UNIT 37, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0574 (LT)

UNIT 38, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0575 (LT)

UNIT 39, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0576 (LT)

UNIT 40, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS

1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0577 (LT)

UNIT 41, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0578 (LT)

UNIT 42, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0579 (LT)

UNIT 43, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0580 (LT)

UNIT 44, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0581 (LT)

UNIT 45, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0582 (LT)

UNIT 46, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1,

2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0583 (LT)

UNIT 47, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0584 (LT)

UNIT 48, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0585 (LT)

UNIT 49, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0586 (LT)

UNIT 50, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0587 (LT)

UNIT 51, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0588 (LT)

UNIT 86, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0623 (LT)

UNIT 384, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0921 (LT)

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0001 (LT)

UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0002 (LT)

UNIT 3, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0003 (LT)

UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0004 (LT)

UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0005 (LT)

UNIT 6, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS

1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0006 (LT)

UNIT 7, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0007 (LT)

UNIT 8, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0008 (LT)

UNIT 9, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0009 (LT)

UNIT 10, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0010 (LT)

UNIT 11, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0011 (LT)

UNIT 12, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0012 (LT)

UNIT 13, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0013 (LT)

UNIT 14, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0014 (LT)

UNIT 15, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0015 (LT)

UNIT 16, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0016 (LT)

UNIT 17, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0017 (LT)

UNIT 18, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0018 (LT)

UNIT 19, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0019 (LT)

UNIT 20, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0020 (LT)

UNIT 21, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0021 (LT)

UNIT 22, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "N" OF DECLARATION NO. AT1223533 PIN 12786-0022 (LT)

UNIT 23, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0023 (LT)

UNIT 24, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0024 (LT)

UNIT 25, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0025 (LT)

UNIT 26, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0026 (LT)

UNIT 27, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0027 (LT)

UNIT 28, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0028 (LT)

UNIT 29, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0029 (LT)

UNIT 30, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0030 (LT)

UNIT 31, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0031 (LT)

UNIT 66, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0066 (LT)

UNIT 67, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0067 (LT)

UNIT 68, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0068 (LT)

UNIT 69, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0069 (LT)

UNIT 70, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0070 (LT)

UNIT 71, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0071 (LT)

UNIT 72, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0072 (LT)

UNIT 73, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0073 (LT)

UNIT 74, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0074 (LT)

UNIT 75, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0075 (LT)

UNIT 76, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0076 (LT)

UNIT 77, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0077 (LT)

UNIT 78, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0078 (LT)

UNIT 79, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0079 (LT)

UNIT 80, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0080 (LT)

UNIT 81, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0081 (LT)

UNIT 82, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0082 (LT)

UNIT 83, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0083 (LT)

UNIT 84, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM

PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0084 (LT)

UNIT 85, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0085 (LT)

UNIT 86, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0086 (LT)

UNIT 87, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0087 (LT)

UNIT 88, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0088 (LT)

UNIT 89, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0089 (LT)

UNIT 90, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0090 (LT)

UNIT 91, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0091 (LT)

UNIT 92, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0092 (LT)

UNIT 93, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0093 (LT)

UNIT 94, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0094 (LT)

UNIT 95, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0095 (LT)

UNIT 96, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0096 (LT)

UNIT 97, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0097 (LT)

UNIT 98, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0098 (LT)

UNIT 99, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0099 (LT)

UNIT 100, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0100 (LT)

UNIT 101, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0101 (LT)

UNIT 102, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0102 (LT)

UNIT 103, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0103 (LT)

UNIT 104, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0104 (LT)

UNIT 55, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0163 (LT)

UNIT 56, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0164 (LT)

UNIT 143, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0251 (LT)

UNIT 57, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0308 (LT)

UNIT 15, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0527 (LT)

UNIT 16, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0528 (LT)

UNIT 1, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0530 (LT)

UNIT 2, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0531 (LT)

UNIT 3, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0532 (LT)

UNIT 5, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0534 (LT)

UNIT 6, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0535 (LT)

UNIT 8, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7,

8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0537 (LT)

UNIT 193, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0730 (LT)

UNIT 2, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0539 (LT)

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., in its capacity as the Court-appointed receiver (in such capacity, the "Receiver") of: (i) the real property (the "Real Property") described in Schedule "A" to the Order (as such term is defined below); and (ii) all other property, assets and undertakings of Keele Medical Properties Ltd. (the "Debtor") acquired for, or used in relation to the Real Property (collectively and, together with the Real Property, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 19th day of March, 2019 (the "Order") made in an application having Court file number CV-19-615690-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded 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 Royal Bank of Canada 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 _____, 2019.

MNP Ltd., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

VERSABANK

-and-

KEELE MEDICAL PROPERTIES LTD.

Applicant

Respondent

Court File No. CV-19-615690-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at
Toronto, Ontario

ORDER – APPOINTING RECEIVER

Harrison Pensa ^{LP}
Barristers and Solicitors
450 Talbot Street, 1st Floor
P.O. Box 3237
London, Ontario N6A 4K3

Timothy C. Hogan (36553S)
Tel: (519) 679-9680
Fax: (519) 667-3362

Solicitors for the Applicant
171022/kwe

TAB 2B

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“**Agreement**”) is entered into by and between:

**MNP LTD., in its capacity as Court-Appointed Receiver
of the real property and all other property, assets and
undertakings of KEELE MEDICAL PROPERTIES
LTD.**

(“**Receiver**”)

– and –

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1786

(“**TSCC 1786**”)

– and –

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2468

(“**TSCC 2468**”)

– and –

**SARA CELESTINI, REBECCA CEZAR-REDUBLO, AND ROBERT
FAMMARTINO**

(the “**Directors**”)

A. **WHEREAS** Keele Medical Properties Ltd. (“**Keele Medical**”) and 1095909 Ontario Inc. (collectively, the “**Applicants**”) commenced an Application in the Ontario Superior Court of Justice against TSCC 1786, TSCC 2468, the Directors, and Malvern Investments Inc. (collectively, the “**Respondents**”) bearing court file no. CV-16-11641-00CL (the “**Application**”);

B. **AND WHEREAS** Malvern Investments Inc. was not served with the Application;

C. **AND WHEREAS** in the Application, the Applicants assert claims for damages, injunctive relief, declaratory relief, pre-judgment interest, post-judgment interest, costs, and other relief in respect of five principal disputes, being: (1) a dispute concerning at-grade exterior parking; (2) a dispute concerning the parking parkade; (3) a dispute concerning signage for the parking parkade; (4) a dispute concerning a pylon sign; and (5) all other issues raised in the claim including, but not limited to, disputes concerning alleged oppression, alleged failure to adhere to the standard of care required of directors pursuant to s. 37 of the *Condominium Act*, 1998, and alleged profiting by Rebecca Cezar-Redublo;

D. **AND WHEREAS** each of TSCC 1786, TSCC 2468 and the Directors (the “**Served Respondents**”) deny each and every one of the allegations in the Application and take the position that they have done nothing wrong whatsoever;

E. **AND WHEREAS** MNP Ltd. was appointed as Receiver of the real property and all other property, assets and undertakings of Keele Medical by the order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice [Commercial List] (the “**Court**”) dated March 19, 2019, pursuant to paragraph 2(i) of which the Receiver is authorized to settle this Application;

F. **AND WHEREAS** it is now the desire of the Receiver and the Served Respondents (collectively, the “**Parties**”) to fully and finally settle and resolve all of Keele Medical’s claims for damages, injunctive relief, declaratory relief, pre-judgment interest, post-judgment interest, costs, and other relief as set out in the Application (the “**Settled Claims**”).

NOW, THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree and covenant as follows:

1. **Recitals:** The Recitals are, to the best of the Parties' knowledge, information and belief, true and correct and constitute an integral and fundamental part of this Agreement.
2. **Binding Resolution:** This Agreement is a permanent, complete and binding accord and resolution of all of the rights, claims, causes of action, questions, differences and obligations of the Parties existing and which may exist in the future with respect to the Settled Claims.
3. **Perimeter Parking:** The Parties acknowledge that parking controls have been implemented in respect of the at-grade exterior parking to the satisfaction of each of the Parties.
4. **Parkade Parking:**

The Parties (as applicable) hereby agree as follows:

- (i) Contemporaneous with this Agreement, TSCC 1786 and Keele Medical hereby agree to execute and deliver to each other a signed copy of the alterations agreement attached hereto as **Schedule "A"** (the "**First Alterations Agreement**"), which provides for, among other things, terms upon which the parkade parking will be altered to the satisfaction of TSCC 1786 and the Receiver and additional parkade signage is to be addressed.
- (ii) Contemporaneous with this Agreement, TSCC 1786 and TSCC 2468 and Keele Medical hereby agree to execute and deliver to each other a signed copy of the alterations agreement attached hereto as **Schedule "B"** (together with the First Alterations Agreement, the "**Alterations Agreements**"), which provides for, among other things, terms upon which the Parkade Parking will be altered to the satisfaction of TSCC 1786, TSCC 2468 and the Receiver and additional parkade signage is to be addressed.

- (iii) As set out in each of the Alterations Agreements, the Receiver (on behalf of Keele Medical) and any successor, transferee and Permitted Assignee(s) (as defined in the Alteration Agreements) thereof, shall have the option (the “**Option**”) for a period of two years from the effective date of this Agreement (the “**Option Period**”) to provide notice in writing to TSCC 1786 and TSCC 2468 that it wants to move forward with the alterations contemplated by both of the Alterations Agreements (collectively, the “**Alterations**”).
- (iv) If the Receiver or any successor, transferee or Permitted Assignee(s) thereof exercises the Option, then any such party thereof shall have the right until the date that is ninety (90) days after the date on which the Alterations are substantially completed, to purchase, at their own cost and expense, two (2) white signs no larger than 12” x 12” that state in black type “Additional Parking Available in Parkade”, which signs shall be mounted on a steel post with a concrete block base no larger than 12” x 12” x 12” or as provided for in the Alterations Agreement (the “**Additional Parking Signs**”). The Receiver acknowledges and agrees that TSCC 1786 shall be the owner of the Additional Parking Signs. The Additional Parking Signs shall be placed in the following locations: (1) the entrance at George Appleton Way; and (2) at the entrance at James Finley Way. Within 90 days after the Additional Parking Signs have been placed on the site, the Receiver (and any successor, transferee or Permitted Assignee(s)) shall cause the tenants in every unit owned by Keele Medical (and any successor, transferee or Permitted Assignee(s)) to take down, and not in the future install, window signage respecting the availability of additional parking available in the Parkade.
5. **Payment:** Contemporaneous with this Agreement, TSCC 1786 shall pay the all-inclusive sum of \$25,000 to the Receiver, which amount is inclusive of taxes and to be made without regard to any claim of set-off.

6. **Dismissal of Claims:** The Parties hereby agree that the Application shall be dismissed as against all of the Served Respondents, on consent, on a without costs basis, and shall be discontinued against Malvern Investments Inc.

7. **Release:** The Receiver, on behalf of Keele Medical and its successors and assigns (collectively, the “**Releasors**”), fully, finally and completely remises, releases and forever discharges each of the Respondents and Malvern Investments Ltd. and each of their respective present and former parents, subsidiaries, affiliated and related companies, and each of their respective present and former officers, directors, affiliates, shareholders, employees, agents, insurers, heirs, successors and assigns (collectively, the “**Releasees**”) from any and all actions, applications, causes of actions, claims, liabilities, obligations, covenants, demands and debts of every nature and kind that have in the past existed, exist now or may in future accrue by reason of any matter or thing that has existed or exists now, or any event that has in the past occurred, in any way related to or arising out of the claims made, and the facts pleaded, or claims capable of having been made or facts capable of having been pleaded, in the Application (the “**Matters Released**”). The Matters Released does not touch on nor include in any way nor release the claims for lien of TSCC 1786 (and No. 2468, if applicable) for Common Expense Arrears as against Keele Medical (the “Condo Lien”).

8. **Covenant Not to Sue:** Each of the Releasors hereby covenants not to initiate or continue any claim or advance or continue any legal proceeding against any person or entity:
 - (i) who has claimed, in future claims, or may reasonably be expected in future to claim, indemnity or contribution or any other relief from any of the Releasees, or

- (ii) that results or may result (whether directly, or indirectly against intermediate parties by way of third- or subsequent-party claim or an independent legal proceeding) in a claim or liability against any of the Releasees,

in respect of any issue in any way related to or arising out of the Matters Released. This Covenant Not to Sue expressly excludes any issues surrounding the Condo Lien.

9. **No Admissions:** No Party shall be deemed to have made, and none of them have made, any admission of liability either express or implied in this Agreement.
10. **Future Dealings:** Nothing in Agreement shall be interpreted so as to prohibit any successor, transferee or Permitted Assignee(s) of the Receiver hereunder or any purchaser of all or some of the condominium units owned by Keele Medical from entering into discussions in the future with either TSCC 1786 or TSCC 2468 requesting the consideration of the installation of signage (a pylon sign or otherwise) or other proposed improvements to the subject facilities.
11. **Non-Assignment:** The Parties each warrant that they have not assigned, nor shall they assign without the written consent of the other Parties, to any other person or entity any of the rights it may have under or in respect of the Application. This Agreement is not assignable by any of the Parties hereto without the consent of every other Party, such consent not to be unreasonably withheld. *Notwithstanding the foregoing, the Receiver shall be free to assign this agreement, without the consent of any other Party, to any person or entity who is a purchaser of all or some of the condominium units owned by Keele Medical, provided that the sale of any such units to such person or entity is approved by the Court (or other court of competent jurisdiction).*
12. **Authorship:** The Parties acknowledge that this Agreement reflects the joint drafting efforts of legal counsel for all Parties. In the event that any dispute, disagreement or controversy arises regarding this Agreement the Parties shall be

considered joint authors and no provision shall be interpreted against any Party because of authorship. There shall be no presumption or construction against any Party. Each Party expressly waives reliance on the doctrine of *contra proferentem*.

13. **Independent Legal Advice**: Each of the Parties hereby acknowledges that (i) it has reviewed and fully understand the terms and binding effect of this Agreement, (ii) it accepts the terms thereof voluntarily and without duress or compulsion, and (iii) it has been advised of its right to obtain independent legal and other advice in connection with the settlement and the execution of this Agreement and either has obtained or hereby waives the obtaining of such advice.
14. **Entire Agreement**: The Parties agree that this Agreement embodies the entire agreement between them in respect of the Settled Claims and that no representations, promises or inducements of any kind have been made by any party or officer, employee or agent of any party, other than those appearing in writing in this Agreement and that each term and condition mentioned in this Agreement is material consideration for each party to enter into this Agreement. Each party acknowledges that it has not executed this Agreement in reliance upon any promise, representation or warranty, if any, not contained herein.
15. **Binding Effect**: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, agents, employees, heirs, successors, transferees, assigns and legal representatives.
16. **Amendment**: This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by all Parties hereto.
17. **Waiver**: No breach hereof can be waived unless done in writing. Waiver of one breach shall not be deemed to be waiver of any other breach of the same or any other provision hereof.

18. **Law and Jurisdiction:** The interpretation and enforcement of this Agreement shall be governed by the laws of Ontario and any applicable federal legislation applicable in Ontario. Any proceedings arising out of or relating in any manner whatsoever to this Agreement shall be conducted in the Courts of the province of Ontario in the city of Toronto. The Parties hereby consent and submit to the exclusive jurisdiction of the Ontario Superior Court of Justice.
19. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and such separate counterparts shall together constitute one and the same instrument, notwithstanding their actual date of execution. Facsimile, email, pdf or other electronically transmitted copies of signature pages shall have the same binding and enforceable legal effect as original signature pages.

[intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below, with the intention of having an effective date of November _____, 2019.

Dated this ____ day of _____, 2019	
MNP LTD., in its capacity as Court-appointed receiver of the real property and all other property, assets and undertaking of KEELE MEDICAL PROPERTIES LTD.	
Per: _____	
Print Name:	
I have the authority to bind the corporation	

Dated this ____ day of _____, 2019	Dated this ____ day of _____, 2019
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1786	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2468
Per: _____	Per: _____
Print Name:	Print Name:
I have the authority to bind the corporation	I have the authority to bind the corporation

Dated this ____ day of _____, 2019	Dated this ____ day of _____, 2019
SARA CELESTINI _____	REBECCA CEZAR-REDUBLO _____

Dated this ____ day of _____, 2019
ROBERT FAMMARTINO _____

ALTERATIONS AGREEMENT

THIS AGREEMENT IS MADE EFFECTIVE THE _____ day of _____, 2020,

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1786
(the "Corporation")

OF THE FIRST PART

- and -

MNP LTD., in its capacity as court-appointed Receiver of the real property and all other property, assets and undertakings of Keele Medical Properties Ltd., including but not limited to Units 11 to 51 on Level A of Toronto Standard Condominium Plan No. 1786.

(the "Receiver")

OF THE SECOND PART

WHEREAS the Corporation is charged with the duty under the Act (defined below) to control, manage and administer the property and the common elements of the Corporation;

AND WHEREAS Keele Medical Properties Ltd., being the owner of the Units, as defined herein, (the "Owner") has applied to the Corporation for approval to make alterations to the common elements as more specifically set out below and in Schedule "A" attached hereto (collectively, the "Alterations") and has provided the Corporation with the sum of \$3,000.00 (inclusive of disbursements and HST) to indemnify the Corporation for any costs incurred in entering into this Agreement and having same registered on title to the Units (defined below);

AND WHEREAS the Corporation submitted a draft of the plans for the Alterations to their engineer for review, and has received the report of the engineer, which is attached hereto as Schedule "B" hereto (the "Engineer Report");

AND WHEREAS the Owner submitted a letter from its engineer dated November 1, 2018, in which the engineer confirmed that "*Exact [new garage] door location to be coordinated on site accordingly with drawings. As per drawings, all existing devices such as luminaires, conduits etc. shall be relocated based on the [new garage] door location accordingly. All safety bollards and waterproofing shall be installed as per OESC and OBC;*";

AND WHEREAS it is expected that the estimated cost to the Corporation of making the Alterations will be no more than 1% of the Corporation's annual budgeted common expenses for the current fiscal year;

AND WHEREAS MNP Ltd. was appointed as Receiver of the real property and all other property, assets and undertakings of Keele Medical by the order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice [Commercial List] (the "Court") dated March 19, 2019.

AND WHEREAS the Board of Directors of the Corporation has, by resolution, subject to the terms of this Agreement and the execution, delivery and registration of this Agreement on title to the Units, approved the Alterations in accordance with Section 98 of the Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein and such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The recitals form part of the Agreement.
2. The parties hereto acknowledge and agree that any reference to "Owner" made hereinafter, shall be interpreted to mean, as applicable, the "Receiver on behalf of the Owner" or any successor in title to the Units that is a Permitted Assignee hereunder (as defined below). For greater certainty, in the event the Receiver sells, transfers or conveys title to the Units to more than one Permitted Assignee, each such Permitted Assignee shall be deemed to be an "Owner" hereunder, subject to any express limitations related thereto set out herein.
3. In this Agreement, the terms used herein shall have the same meanings ascribed to them in the Act (defined below), unless otherwise specified herein:
 - (a) "Act" shall mean the *Condominium Act, 1998, S.O. 1998, c.19*, the regulations thereunder and any amendments thereto;
 - (b) "Agreement" shall mean this Agreement together with any schedules attached hereto and any amendments made to same in accordance with the terms of this Agreement;
 - (c) "Alterations" means, collectively, the new garage door to be installed inside the Garage, the installation of barriers adjacent to the new garage door, modifications to the Existing Garage Entry Door, the erection of signs in the Garage, the modifications and additions to the security system that controls entry into the Garage, and the installation of two (2) "additional parking" signs as described in, and to be located as provided for, in Schedule "A", all of which are more specifically

described in this Agreement and in Schedule "A" attached hereto;

- (d) "Authority" means a federal, provincial, regional or municipal department, board, agency or other authority, having or claiming jurisdiction over TSCP 1786;
- (e) "Board" shall mean the Board of Directors of the Corporation;
- (f) "Counterpart Agreement" shall mean the alterations agreement entered into by the Receiver, TSCC 1786 and TSCC 2468 on even date with this Agreement, the subject matter of which is the new installation of a new garage door to be installed on the Driveway Unit, the installation of barriers adjacent to the new garage door, modifications to the Existing Garage Entry Door, the erection of signs along the Driveway Unit, the modifications and additions to the security system that controls entry into the Driveway Unit;
- (g) "Driveway Unit" shall mean Unit 105 on Level 1 of TSCP 1786;
- (h) "Existing Garage Entry Door" shall mean the existing garage door used by vehicles to enter and exit the Garage;
- (i) "Garage" shall mean Level A of TSCP 1786;
- (j) "TSCC 1786" shall mean Toronto Standard Condominium Corporation No. 1786;
- (k) "TSCC 2468" shall mean Toronto Standard Condominium Corporation No. 2468;
- (l) "TSCP 1786" shall mean Toronto Standard Condominium Plan No. 1786;
- (m) "Units" shall mean Units 11 to 51 inclusive on Level A of TSCP 1786; and
- (n) "Work" shall mean the work to be undertaken including installations and modifications to make the Alterations as more specifically described herein and in Schedule "A" attached hereto.

4. The Owner shall have the option of proceeding with the Alterations for a period of two (2) years following the execution hereof (the "Option"), provided that it must concurrently exercise its option under Section 4 of the Counterpart Agreement (the "Counterpart Option"). The Option may be exercised at any time prior to the second anniversary of this agreement by the Owner delivering written notice to the Corporation that it wishes to exercise its Option and the Counterpart Option (the "Options") and proceed with the Alterations. For greater certainty, only the aforesaid notice need be delivered within the two (2) year period to exercise the Options, the Alterations need not be commenced or completed during such period. However, upon exercise of the Options, the Owner shall in good faith endeavor to begin and complete the Alterations within a commercially reasonable timeframe. In the event that the Units are sold, transferred or conveyed by the Receiver to more than one Permitted Assignee, any one such Permitted Assignee may exercise the Options. For further certainty, unless expressly agreed to by TSCC 1786 and TSCC 2468, the Option may not be exercised independently of the Counterpart Option, the Options may not be exercised in part, and the Alterations must be undertaken and completed in their entirety.

5. The Owner covenants and agrees:

- (a) not to commence the Work, unless and until all of the following have occurred:
 - (i) the Owner has provided the Corporation with all of the relevant WSIB Clearance Certificates;
 - (ii) the Owner has provided the Corporation with the certificate of insurance referred to in Section 3(l) of this Agreement;
 - (iii) the Owner has provided the Corporation with a construction schedule two weeks prior to the commencement of the Work, specifying the date when the Work will commence and the date when the Work will be completed;
 - (iv) the Owner has obtained, at the Owner's sole cost and expense, all necessary licences, permits, approvals and consents of any Authority required for the Work, and has provided proof of same to the Corporation;
 - (v) the Owner has provided the Corporation the sum of \$3,000.00 (inclusive of disbursements and HST) to indemnify the Corporation for any costs incurred in entering into this Agreement and having same registered on title to the Units;
 - (vi) the Owner has provided the Corporation with engineering plans and electrical plans for the Alterations, all of which must satisfy the requirements of the Corporation's engineer (the costs of whose review will be paid for by the Owner), acting reasonably, and all applicable laws and regulations;
 - (vii) the Corporation has approved the engineering plans and electrical plans for the Alterations within ten (10) days of the plans being provided to the Corporation;
 - (viii) the Owner has provided the Corporation with an artistic rendering of the new garage door and any related barriers, and drawings specifying the specific location of where the new

- garage door will be installed (which location must be acceptable to the Corporation, in its sole discretion) and how the new garage door will be installed in order to prevent vehicles and pedestrians from accessing other levels of the garage structure in absence of a remote/FOB issued to a resident of one of the Corporation;
- (ix) the Corporation has approved the artistic rendering of the new garage door within ten (10) days of the artistic rendering being provided to the Corporation;
 - (x) the Owner has provided the Corporation with written confirmation that the new garage door will have a security feature that prohibits entry at all times (except in the case of a power failure in which case the new garage door may be manually opened), in absence of a remote/FOB issued to a resident of one of the Corporation;
 - (xi) the Owner has provided the Corporation with written confirmation that, unless the parties agree otherwise, the free entrance loop to be installed for the Existing Garage Entry Door will turn off automatically on a daily basis at 9:00 p.m. and turn on automatically on a daily basis at 7:00 a.m., so that entry into the Garage will be prohibited daily between the hours of 9:00 p.m. and 7:00 a.m. in absence of a remote/FOB issued to a resident of one of the Corporation;
 - (xii) the Owner has provided the Corporation with written confirmation that the modifications and additions to the existing security system will be compatible with the existing remotes/FOBs issued to a resident of one of the Corporation; and
 - (xiii) the Owner has provided the Corporation with written confirmation that the Garage's existing life safety systems, including but not limited to, the sprinkler system, smoke detector system and carbon monoxide detector system (hereinafter collectively referred to as the "Existing Life Safety Systems") will not be affected by the Alterations, that the Alterations will not necessitate any modifications to the Existing Life Safety Systems and that, upon completion of the Work, the Alterations will not cause and/or contribute to the Existing Life Safety Systems violating any applicable laws, regulations, codes and/or by-laws;
- (b) to pay for all of the costs of the Work;
 - (c) to carry out the Work in such a manner so that no damage occurs to the Garage, any property thereon, the garage structure or component thereof, and to repair and restore any damage to the Corporation's satisfaction, at the Owner's sole cost and expense;
 - (d) to use its best efforts to ensure that the Work is carried out in a manner as to minimize any inconvenience caused to the Corporation's owners, residents and guests;
 - (e) to take all reasonable steps to ensure that the Work conforms to this Agreement, Schedule "A" and Schedule "B" attached hereto;
 - (f) to be responsible for all risks associated with conducting the Work and to take all reasonable steps to minimize or eliminate said risks at all times;
 - (g) to ensure that the Work is conducted in accordance with all manufacturer and supplier installation guidelines and with the Engineer Report and all applicable laws and regulations;
 - (h) to ensure that the Corporation is provided with the full benefit of any warranties and/or guarantees related to the Work and/or the Alterations, and any materials and/or products used in relation thereto, and to ensure that any such guarantees and/or warranties are issued by the warrantor to the benefit of the Corporation;
 - (i) to maintain TSCC 1786 and the Garage in a tidy condition and free from the accumulation of waste products and debris during the Work, and upon completion of the Work, to remove any remaining products, tools, equipment, waste products and debris created by and/or related to the Work;
 - (j) to ensure that all of the Owner's contractors and experts retained to design the Alterations and carry out the Work do so in a good and workmanlike manner and in accordance with all applicable laws, regulations, codes and by-laws;
 - (k) that this Agreement does not sanction any other additions, alterations, improvements or changes to the Garage or the Corporation's common elements;
 - (l) to obtain comprehensive liability insurance in respect of the Work and Alterations prior to the commencement of the Work, and to maintain same at all times until the completion of the Work at the Owner's sole cost and expense, in an amount of no less than two million dollars (\$2,000,000.00), naming the Corporation as a co-insured in respect of all matters involving the Work and the Alterations, which shall provide protection against claims for personal injury, death, property damage or loss for which either the Corporation or the Owner might be held responsible, and the Owner further agrees to provide the Corporation with a certificate of insurance with respect to such policy prior to the commencement of the Work;
 - (m) that by signing this Agreement, the Owner acknowledges having read, understood and agreed to the terms and provisions contained herein, and of having been afforded the opportunity to review

this document with legal counsel at the Owner's expense;

- (n) that the Corporation shall register this Agreement on title to the Units;
 - (o) that any and all costs, charges, damages or expenses, including reasonable legal costs and disbursements and court-awarded legal costs, incurred by the Corporation, together with any interest thereon, whether with respect to the approval, preparation and registration of this Agreement, the failure of the Owner to comply with the terms of this Agreement, the Corporation acting reasonably in determining non-compliance with this Agreement, and the steps taken to enforce same, and any costs related to the Work, shall be paid by the Owner within twenty (20) calendar days of the Corporation submitting a request for payment to the Owner, and the Owner agrees that such costs shall be deemed to be common expenses attributable to the Units, and shall be recoverable by of the Corporation, as such;
 - (p) to provide the Corporation within one month following completion of the Work, plans, stamped by the Owner's engineer, which clearly describe the Alterations "as - built" as well as an opinion from the Owner's engineer, for the benefit of the Corporation, certifying that the Work, specifically the installation of the Alterations, have not had an adverse impact on the structural integrity of the garage structure;
 - (q) to provide the Corporation within one month following completion of the Work, an opinion from the Owner's engineer, for the benefit of the Corporation, certifying that the Work, specifically the Alterations, have not affected the Existing Life Safety Systems, that no modifications need to be made to the Existing Life Safety Systems, and that the Alterations have not caused and/or contributed to the Existing Life Safety Systems violating any applicable laws, regulations, codes and/or by-laws;
 - (r) to provide the Corporation within one month following completion of the Work, or as soon as possible thereafter, evidence that all permits issued for the Work have been closed; and
 - (s) that any and all costs, charges, damages and expenses, including reasonable legal costs and disbursements incurred by the Corporation as a result of the Owner's failure to comply with the terms of Sections 4 and/or 5 of this Agreement, the Corporation acting reasonably in determining non-compliance with this Agreement, and any steps taken by the Corporation to enforce same, to rectify any adverse impact on the structural integrity of the garage structure, to modify the Existing Life Safety Systems so that same comply with all applicable laws, regulations, codes and/or by-laws and/or to ensure that all permits issued for the Work are closed, shall be paid by the Owner within thirty (30) calendar days of the Corporation submitting a request for payment to the Owner, and the Owner agrees that such costs shall be deemed to be common expenses attributable to the Units, and shall be recoverable by the Corporation.
6. The Owner and the Corporation covenant and agree that following the completion of the Work:
- (a) the Corporation shall be responsible for insuring, improving, repairing, maintaining, and operating the Existing Garage Entry Door;
 - (b) the Corporation and the Owner shall share the costs associated with maintaining and operating the Existing Garage Entry Door (hereinafter collectively referred to as the "Existing Garage Entry Door Costs") in accordance with the terms of this Agreement;
 - (c) the Owner's proportionate share of the Existing Garage Entry Door Costs shall be 34%;
 - (d) the Corporation's proportionate share of the Existing Garage Entry Door Costs shall be 66%;
 - (e) the Owner shall pay the Corporation the Owner's proportionate share of the Existing Garage Entry Door Costs within thirty (30) calendar days of the Corporation submitting a request for payment to the Owner;
 - (f) if the Owner fails to remit payment of its proportionate share of the Existing Garage Entry Door Costs when payment is due, the Owner's proportionate share of the Existing Garage Entry Door Costs shall be deemed to be common expenses attributable to the Units and shall be recoverable by the Corporation, as such;
 - (g) any and all costs, charges, damages and expenses, including reasonable legal costs and disbursements incurred by the Corporation as a result of the Owner's failure to comply with the terms of Sections 5 and 6 of this Agreement, the Corporation acting reasonably in determining non-compliance with this Agreement, and any steps taken by the Corporation to enforce same, shall be paid by the Owner within thirty (30) calendar days of the Corporation submitting a request for payment to the Owner, and the Owner agrees that such costs due by it shall be deemed to be common expenses attributable to the Units, and shall be recoverable by the Corporation, as such; and
 - (h) any and all costs, charges, damages and expenses, including reasonable legal costs and disbursements incurred by the Owner as a result of either of the Corporation's failure to comply with the terms of Section 6 of this Agreement, the Owner acting reasonably in determining non-compliance with this Agreement, and any steps taken by the Owner to enforce same, shall be paid by the Corporation within thirty (30) calendar days of the Owner submitting a request for payment

to the Corporation, and the Corporation agree that such costs due by it shall be due and payable to the Owner.

7. Within ninety (90) days after the date on which the Alterations are substantially completed, the Owner may purchase, at its own cost and expense, two (2) white signs no larger than 12" x 12" that state in black type "Additional Parking Available in Parkade", which signs shall be mounted on a steel post with a concrete block base no larger than 12" x 12" x 12" or as shown in the images in Schedule "A": Location of the Additional Parking Sign Alterations (the "Additional Parking Signs"). The Owner shall be solely responsible for any and all liability, losses, costs (of any kind), damages, maintenance costs and/or replacement costs, directly or indirectly associated with these Additional Parking Signs. Unless otherwise agreed in writing by the parties, the Additional Parking Signs shall be placed in the following locations: (1) the entrance at George Appleton Way; and (2) at the entrance at James Finley Way; both as shown in the images in Schedule "A": Location of the Additional Parking Sign Alterations. Within 90 days after the Additional Parking Signs have been placed on the site, the Owner shall cause the owner(s) and/or tenant(s) of the Units to take down, and not in the future install, window signage respecting the availability of additional parking available in the Parkade.
8. Any waiver by the Corporation or the Board or any of their agents of any breach of any term, covenant or condition herein contained shall not constitute a waiver of any other breach of this Agreement or any other term, covenant or condition under this Agreement. Any amendment to this Agreement shall be made in writing and by resolution of the Board.
9. The Owner agrees to indemnify and save harmless the Corporation, its officers, its Boards and its members, either jointly or individually, the property manager or any of the servants, agents or employees of any of the foregoing, jointly or individually, from any loss, liability, damages or claims that might arise against them or any of them for any reason with respect to the Work. The Corporation agree to indemnify and save harmless the Owner and (as applicable) its officers and directors, either jointly or individually, from any loss, liability, damages or claims that might arise against them or any of them for any reason with respect to the Work, caused by the negligence or willful misconduct of such Corporation, its officers, directors, Board, members, employees, agents and representatives (a "Work-Related Corporation Liability").
10. It is acknowledged and agreed that upon substantial completion of the Work, the Corporation shall be the owner of the Alterations and shall be solely responsible for the maintenance, repair, replacement and insurance of the Alterations and the Owner shall have no obligations with respect to the Alterations, except as provided in Section 5 and 6 hereof.
11. Each of the provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of such provisions and, similarly, the invalidity or enforceability in whole or in part of any part of any provision shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of such provision.
12. The Owner consents to the registration of this Agreement against title to the Units, and the parties hereby acknowledge that the provisions of this Agreement shall run with the real property benefited and burdened thereby, specifically the Units, and except as may otherwise be provided herein shall enure to the benefit and be binding upon the heirs, executors, administrators, successors and assigns of each party hereto, provided always that this Agreement shall not be assignable by the Owner without the prior written consent of the Corporation, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Receiver may assign this agreement, without the consent of the Corporation, to any persons or entities who is a purchaser of all or some of the condominium Units, provided the sale of any such units to such persons or entities is approved by the Court (each such person or entity, and any person or entity who is an assignee of the Owner with the consent of the Corporation, a "Permitted Assignee", and all such persons or entities, "Permitted Assignees").
13. This Agreement shall be read with all changes in gender and number as the context shall require.
14. The obligations under this Agreement shall bind all the successors and assigns of the Owner.
15. This Agreement has been negotiated and approved by the parties and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either of the parties by reason of the authorship of any of the provisions of this Agreement.
16. This Agreement may be executed in several counterparts with the same effect as if all parties hereto had signed the same document, and such counterparts together shall constitute one and the same original agreement. The Agreement may be provided by way of electronic transmission and an executed electronic transmission shall be deemed and be treated for all purposes as if originally signed by the parties thereto.

[EXECUTIONS ON SEPARATE PAGE]

IN WITNESS WHEREOF the parties hereto have executed these presents on the date first hereinabove written.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1786

Per:

Witness

Name:
Title:

Witness

Name:
Title:

I/We have the authority to bind the Corporation.

MNP LTD., in its capacity as court-appointed Receiver of the real property and all other property, assets and undertakings of Keele Medical Properties Ltd.

Per:

Witness

Name:
Title:

I have the authority to bind the Corporation.

SCHEDULE "A"**DESCRIPTION OF THE WORK AND ALTERATIONS****General:**

1. The Work and Alterations shall comply with the requirements of the Ontario Fire Code, Ontario Building Code, Ontario Electrical Safety Code, Occupational Health and Safety Act and any other applicable municipal codes and/or by-laws. Prior to the commencement of the Work, the Owner shall provide the Corporation with copies of all applicable permits issued and same shall be sufficient evidence of compliance with all applicable statutes, regulations, by-laws and codes.
2. All existing materials that are not intended to be incorporated into the Alterations shall be removed from the site and legally disposed of.
3. All affected areas and existing components affected by the Work and/or Alterations, wherever located, shall be restored upon completion.
4. Any and all damage resulting from the Work shall be repaired forthwith.
5. The Owner shall use all reasonable commercial efforts to ensure that where a particular make or model number of any equipment set out herein is specified, that such identified equipment is employed, used and installed (as applicable). However, in the event that such identified equipment is no longer generally available, the Owner shall be entitled to employ, use and install the next generation or updated model of such identified equipment or, where no such "newer model" is available, to employ, use or install a reasonable commercial substitute therefor, provided that such substitute shall meet or exceed the specifications of the unavailable equipment.

Specification – Additional Parking Signage:

Two (2) white signs no larger than 12" x 12" that state in black type "Additional Parking Available in Parkade", which signs shall be mounted on a steel post with a concrete block base no larger than 12" x 12" x 12" or as shown in the images in Schedule "A": Location of the Additional Parking Sign Alterations (the "Additional Parking Signs"). Unless otherwise agreed in writing by the parties, the Additional Parking Signs shall be placed in the following locations: (1) the entrance at George Appleton Way; and (2) at the entrance at James Finley Way; both as shown in the images in Schedule "A": Location of the Additional Parking Sign Alterations.

Specifications – Garage Structure:

- General
 - Elite model Hercules 110 volt/single phase high cycle apartment house type electric trolley operator.
 - Omron model E3K photo-cell sender/reflector.
 - Door King model 8040 radio receiver.
 - ARES model 365 day event timer.
 - BEA model Matrix 110 volt vehicle detector complete with harness.
 - Saw cut and seal free entrance loop for the Existing Garage Entry Door, and install and program 365 day event timer, which will turn off the free entrance loop daily between the hours of 9:00 p.m. and 7:00 a.m., or otherwise agreed to by the parties from time to time.
 - Bolt down and hook up photo-cell for door line safety.
 - Test and ensure proper system function.
 - The Owner confirms that the Existing Garage Entry Door will have a security feature that prohibits entry, when closed, in the absence of a remote/FOB issued by one of the Corporation.
 - The residents of the Corporation shall have full FOB access to and through all garage doors.
 - All safety bollards and waterproofing shall be installed per Ontario Electrical Safety Code, and Ontario Building Code.
- New Garage Door
 - The Owner shall provide, prior to its installation, written confirmation that the new garage door is commercial grade, failing which the Owner shall make a one-time payment in the amount of \$9,500 to the Corporation as a contribution towards future repairs and/or replacement of the new garage door.
 - Install the new garage door operator and hardware.
 - Install and program radio receiver.

- Form and pour concrete mounting pads for new garage door equipment pieces.
 - Install W' rebar in the existing surface and apply epoxy to the area of the pad.
 - Form and pour the new pads on top.
 - Flange mount protective bollards and bolt same to the surface.
 - Bolt down the new garage door to the pad.
 - Saw cut and seal the required safety/reset detection loops for the new garage door and a free exit loop for the exit lane.
 - The garage door shall be 10' in length (unless otherwise required) and shall be made of aluminum and shall be of the type articulated herein as to accommodate the low head room of the garage structure.
 - A radio receiver shall be installed at the new garage door which will accept a signal from the existing transmitters.
- Electrical Draw
 - To facilitate the Alterations and to operate all newly installed or altered electrical elements forming part of the Alterations, the Owner shall be entitled to draw electricity from the existing entrance-level electrical room or the nearest electrical panel

Engineering Plans

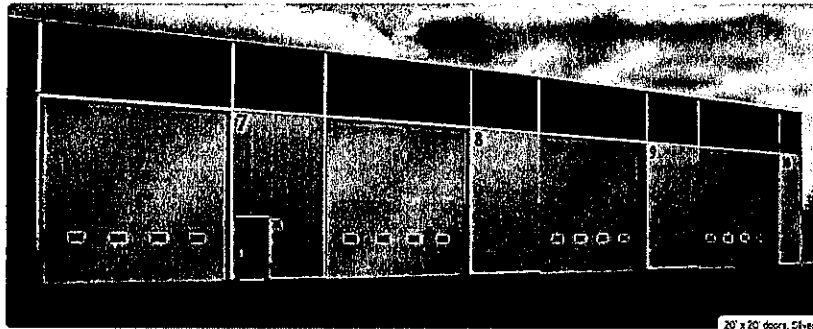
See attached PDF

New Garage Door

G-5000

STEEL POLYURETHANE SANDWICH DOOR
 THICKNESS: 1 3/4" R-16 INSULATION

GARAGA INDUSTRIAL
Stronger for longer



20' x 20' doors, 51-over

FEATURES AND BENEFITS

A HIGH-PRESSURE INJECTED POLYURETHANE

- Stronger and more energy-efficient insulation.
- Solidly bonded to the steel sheets providing a section that is resistant to flexion.

B SEALED THERMO-PANE WINDOWS

- Optimize insulation and reduce seal failures with galvanized steel spacer technology.
- Ensure a long lasting and refined appearance with one-piece molded polypropylene window frame.

C INTERLOK™ TRIPLE-CONTACT JOINTS:

- Sections are strengthened by 2 steel walls joined together with mechanical interlocking joints which are more solid than just two bonded walls.
- Mechanical thermal breaks which are more efficient compared to thermal breaks made with glue.
- Triple-contact joints provide 2 times more weather-tightness than those of the competition.

D METAL REINFORCEMENT PLATES

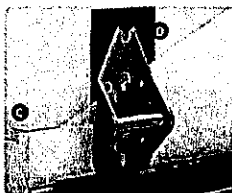
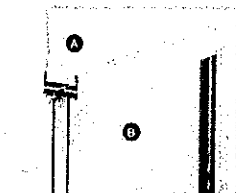
- Provide stronger fastening for hinges and struts. These 14-gauge plates are 2 times thicker than 20-gauge plates used by other manufacturers.

E WOOD END BLOCKS

- Provide a thermal break that is more effective than steel end caps which form a thermal bridge.
- Structural elements of the sections, the kiln-dried pine wood end blocks are installed at the outer ends of the section. They are stronger than insulation covered with a steel cap.

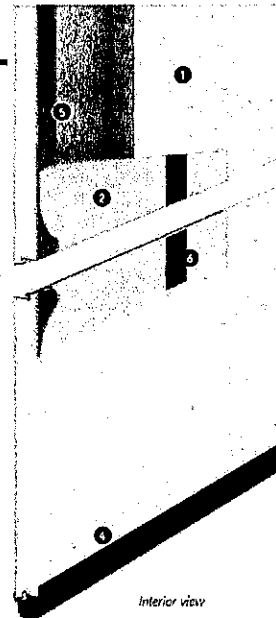
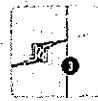
F LAG SCREW SYSTEM

- Provides much better fastening of the end hinges. The lag screws engage 8 threads into the wood, compared to a self-tapping screw going through a steel end cap engaging only about 2 or 3 threads.



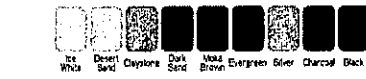
PANEL CONSTRUCTION

- 1 Steel walls**
 - 26/26-gauge, G60 hot-dipped galvanized steel with five coats of protective finish.
 - Baked-on polyester paint. Can be repainted.
 - Woodgrain finish on both sides of the door.
 - Same quality of corrosion-resistant steel for interior and exterior faces.
- 2 Insulated door with high-pressure injected polyurethane foam** ensuring a high thermal-resistance rating and the solidity of a composite material. Thickness: 1 3/4" (44.5 mm), R-16 (RSI 2.8) (k= 0.357 W/mK)
- 3 InterLox™ joints between each section:**
 - Mechanical joints ensure stronger sections with walls of each panel mechanically interlocked (not only bonded by the polyurethane).
 - Mechanical thermal break avoids heat transfer between the interior and exterior walls of each section.
 - Triple-contact joint prevents air infiltration.
- 4 U-shaped tubular bottom weatherstripping** made of thermoplastic elastomer (TPE) ensures the weathertightness of the threshold. Remains flexible and watertight during cold weather, until -52°C (-62°F).
- 5 Wood end blocks** made of kiln-dried pine (grade 4). With our lag screw system, ensure better fastening of the end hinges. They also provide a thermal break which prevents thermal bridging.
- 6 14-gauge steel reinforcement plates** placed inside the door for solidly attaching hinges and struts.



Door weight: 190 lb/ft² (9.3 kg/m²)

COLORS



G-5000	Ice White	Desert Sand	Claystone	Dark Sand	Moss	Evergreen	Silver	Charcoal	Black
Standard Window Frames	*	*	*	*	*	*	*	*	*

* = PREMIUM colors: small additional fees apply. Colors may slightly vary from image.

WINDOWS

Standard Windows
21" x 13" (533 mm x 330 mm)
Colors: see Color chart

Oval Windows
Polycarbonate only
26" x 13" (660 mm x 330 mm)
Color: Black

G-4400 Sections (Full Vision)*
Colors: White, Black and Anodized

MODEL



SIZES

Widths in 1" (25 mm) increments	From 4' to 29'6" (1.2 m to 9 m)
Heights in 3" (76 mm) increments	From 6' to 24' (1.8 m to 7.3 m)

HARDWARE

Steel tracks: • 2" (50 mm), 13-gauge or 14-gauge
• 3" (76 mm), 12-gauge

LIMITED WARRANTIES

- 10 years against any perforation of steel due to rust
- 10 years on the wood end blocks against cracking and rot
- 5 years against delamination of the steel skin from the polyurethane foam
- 1 year on other door components
- 10 years against seal defects on Standard windows

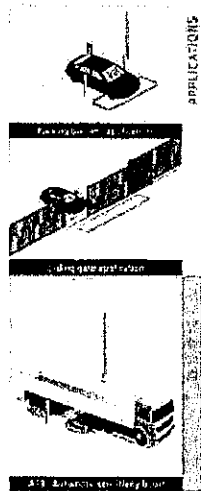
*See details in the Garage Industrial product brochure

GARAGA 8500 25th Avenue, 1 866 960-2828
St-Georges, QC info@garaga.com
G6A 1K5 Canada garaga.com

**YOUR
GARAGA
DISTRIBUTOR**

GARAGA HAS OBTAINED THE GREEN STAR PROGRAM FOR ALL ITS PRODUCTS AS A RESULT OF THE GREEN BUILDING CERTIFICATION PROGRAM FOR HIGH PERFORMANCE SUBJECT TO CHANGE WITHOUT NOTICE. THIS CERTIFICATION IS VALID THROUGH 2025. ALL OTHERS ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL RIGHTS RESERVED. © GARAGA INDUSTRIAL INC. 2024. ALL RIGHTS RESERVED. PRINTED IN CANADA 1500.





APPLICATIONS

APPLICATIONS

- Industrial doors
- Parking barriers
- Sliding gates

TECHNICAL CHARACTERISTICS

The AX to standard connection, the MATRIX can be embedded into most control boxes. One of two channel versions supplied with 12, 24, 110 or 220 Volts

TECHNICAL CHARACTERISTICS

Technology	Inductive loop
Inductance	20 µH to 60 µH
Accuracy	0.002 % to 0.5% with 150 steps
Channels	4 for single loop 2 for dual loop (for each loop)
Detection mode	Presence
Reaction time	1 min to infinity (dependent presence) with 250 steps
Learning time	Also 8 s per channel
Output	2 Output relays (one per channel change over contact)
Max. contact voltage	230 VAC
Max. contact current	5A (resistive)
Fault time out	100 ms or 500 ms
Reaction time	25 ms for single loop 50 ms for dual loop (each channel)
LED signals	1 green LED: power 1 red LED: loop status 1 1 red LED: loop status 2
Main frequency	48 to 63 Hz
Power supply	12-24V AC/DC ±10% 230V AC ±10% 90 to 125V AC ±8%
Power consumption	< 2.5 W
Dimensions	77 mm H x 40 mm W x 75 mm D (H)
Weight	< 100 g
Connection	Standard 11-pin panel connector (R46P1)
Temperature range	-30°C to +50°C
Degree of protection	IP40
Norm of conformity	EN-C 210410002 EN714 19995V1C

DISCLAIMER



www.bea-industrial.be

BEA INDUSTRIAL



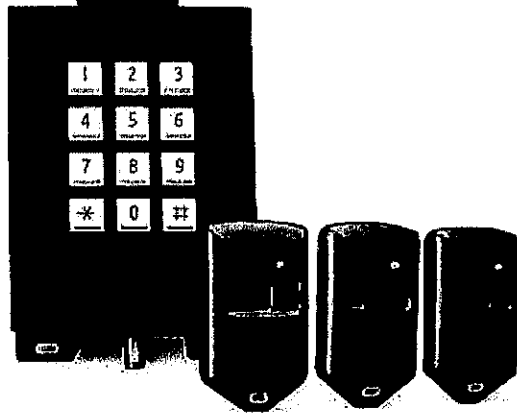
BEA s.a. - UGÈE Science Park - Allée des Noisetiers 5 - 4031 Angleur - BELGIUM
T +32 (0)4 361 65 65 - F +32 (0)4 361 28 38 - E industrial@bea.be



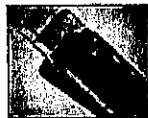
Transmitters

DKS DOOR KING
MicroPLUS®
ACCESS CONTROL

• RESIDENTIAL • GATED COMMUNITIES • APARTMENT COMPLEXES
 • PARKING • CONDOMINIUM/RESIDENT HALL • MIXED USE
 • COMMERCIAL • SELF STORAGE • MAXIMUM SECURITY



- Provides remote operation of vehicular access gates from the safety and convenience of a vehicle
- MicroPLUS transmitter codes cannot be copied assuring that only the original intended transmitters will activate the access control system
- Over 286,000,000 transmitter codes available plus an encrypted "sync" code that changes every time the transmitter is used
- PBDXmit™ includes a built in proximity card with the MicroPLUS transmitter combining both RF and card access control into a single compact unit
- 2 year limited factory warranty



visor clip
 for hands-free operation



safety/convenience
 for hands-free access



receiver options
 before installation



codes
 for system use

ACCESS CONTROL

ACCESS CONTROL RF CONTROL

Transmitters
1.4 W x 2.5 H x 5 D
100% metal case for long life

Receivers
3.75 W x 5.75 H x 1.13 D
Full metal case for long life

MicroPLUS	TYPE	MAX CODES	PAGE FAC CODES*	TIME ZONES	HOLD OPEN CAPABILITY	OUTPUT	MAX ACCESS PTS	POWER	RANGE
Wiegand	Secure RF Control	5300	Dependent on Model	-	-	26, 30 or 31-bit Wiegand	-	12-24 VAC/DC	50-75 FT
	Secure RF	1250	4095	10	No	1 Relay	1	12-24 VAC/DC	50-75 FT

*Maximum 4095 codes

Technical Features

Receivers

Model 8034: Stand-alone receiver can support up to 1000 transmitters and stores the last 2500 transactions. Serial port can be connected to serial transmitters as they come - they can print transactions stored in the history buffer. Receiver features 10 programmable time zones, built-in clock/calendar and a built-in keypad for easy programming.

Model 8055: Stand-alone receiver can support up to 40 transmitters. Programming is by means of the receiver "learn" method. Subsequent transmitter codes cannot be deleted from this receiver.

Model 8040: Designed for interface with wire access controllers, such as the 426, 1424, 1435, 1437, or 1438. Saves the received transmitter data to an access controller in 26, 30 or 31-bit Wiegand format. Supports up to 5300 transmitters. This receiver can also be used in a stand-alone configuration that can store up to 5000 transmitter codes.

The 8040 receiver is also a low power draw unit designed specifically for the solar application. It transmits in a "sleep" mode until it receives a signal from a transmitter. When in sleep mode, it draws about 1 mill-amp of power.

Transmitters

269,000,000 codes available

Encrypted "learn" code changes each time the transmitter is used

Transmitter button can be used to allow a single transmitter to control multiple locations

Available with 1, 2 or 3 buttons

Key ring included with transmitters

PROmitters combine the MicroPLUS transmitter with a built-in proximity tag

PROmitters are available with DES, AES, or HID tags

Powered by a 12-volt type 23A battery

Water proof available

Electrical

Receiver - 17.24 watt AC or DC power

Transmitters - 12 Volt type 23A battery input

Model 8034 receiver - Dry contact form C relay (30V, 1A max)

Model 8055 receiver - Dry contact form C relay (30V, 1A max)

Model 8040 receiver - 26, 30 or 31-bit Wiegand Dry contact form C relay (30V, 1A max)

FCC ID#: 1500656W

FCC ID#: 150069F

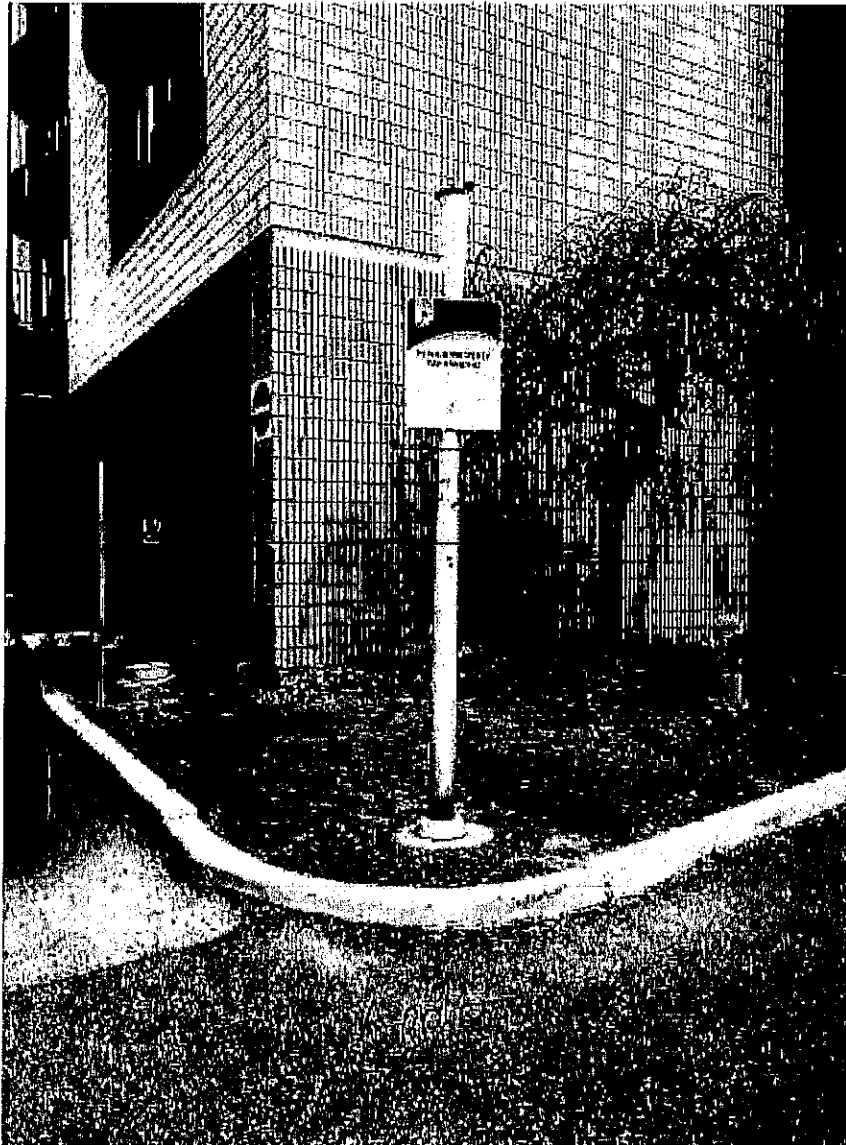
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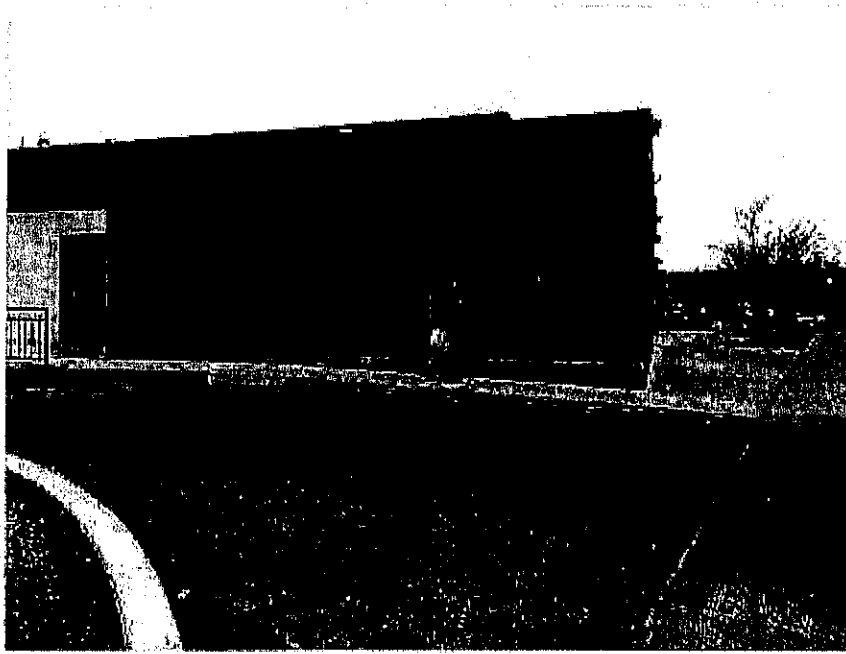


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Rev. 4/13

Location of the Additional Parking Sign Alterations





Location of the Parkade Alterations and Artistic Rendering of New Garage Door and Related Barriers

See attached PDF.

Schedule "B"

See attached Technical Report by Brown & Beattie dated September 14, 2018 Regarding Feasibility Assessment of Proposed Interior Garage Doors at Toronto Standard Condominium Corporation No. 1786. 2737 Keele Street, Toronto, Ontario.

ALTERATIONS AGREEMENT

THIS AGREEMENT IS MADE EFFECTIVE THE _____ day of _____, 2020,

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1786
and
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2468
being the Owners of Unit 105 on
Level 1 of Toronto Standard Condominium Plan No. 1786
(collectively, the "Corporations")

OF THE FIRST PART

- and -

MNP LTD., in its capacity as court-appointed Receiver of the real property and all other property, assets and undertakings of Keele Medical Properties Ltd., including but not limited to Units 66 to 98 on Level 1 of Toronto Standard Condominium Plan No. 1786.
(the "Receiver")

OF THE SECOND PART

WHEREAS the Corporations are charged with the duty under the Act (defined below) to control, manage and administer the property and the assets of the Corporations, including the Driveway Unit (defined below);

AND WHEREAS Keele Medical Properties Ltd., being the owner of the Units, as defined herein, (the "Owner") has applied to the Corporations for approval to make alterations to the Driveway Unit as more specifically set out below and in Schedule "A" attached hereto (collectively, the "Alterations") and has provided the Corporations with the sum of \$3,000.00 (inclusive of disbursements and HST) to indemnify the Corporations for any costs incurred in entering into this Agreement and having same registered on title to the Units (defined below);

AND WHEREAS the Corporations have submitted a draft of the plans for the Alterations to their engineer for review, and has received the report of the engineer, which is attached hereto as Schedule "B" hereto (the "Engineer Report");

AND WHEREAS the Owner submitted a letter from its engineer dated November 1, 2018, in which the engineer confirmed that *"Exact [new garage] door location to be coordinated on site accordingly with drawings. As per drawings, all existing devices such as luminaires, conduits etc. shall be relocated based on the [new garage] door location accordingly. All safety bollards and waterproofing shall be installed as per OESC and OBC";*

AND WHEREAS it is expected that the estimated cost to the Corporations of making the Alterations will be no more than 1% of each Corporation's annual budgeted common expenses for the current fiscal year;

AND WHEREAS MNP Ltd. was appointed as Receiver of the real property and all other property, assets and undertakings of Keele Medical by the order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice [Commercial List] (the "Court") dated March 19, 2019.

AND WHEREAS the Board of Directors of each Corporation has, by resolution, subject to the terms of this Agreement and the execution, delivery and registration of this Agreement on title to the Units, approved the Alterations in accordance with Section 98 of the Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein and such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The recitals form part of the Agreement.
2. The parties hereto acknowledge and agree that any reference to "Owner" made hereinafter, shall be interpreted to mean, as applicable, the "Receiver on behalf of the Owner" or any successor in title to the Units that is a Permitted Assignee hereunder (as defined below). For greater certainty, in the event the Receiver sells, transfers or conveys title to the Units to more than one Permitted Assignee, each such Permitted Assignee shall be deemed to be an "Owner" hereunder, subject to any express limitations related thereto set out herein.
3. In this Agreement, the terms used herein shall have the same meanings ascribed to them in the Act (defined below), unless otherwise specified herein:
 - (a) "Act" shall mean the *Condominium Act, 1998, S.O. 1998, c.19*, the regulations thereunder and any amendments thereto;
 - (b) "Agreement" shall mean this Agreement together with any schedules attached hereto and any amendments made to same in accordance with the terms of this Agreement;
 - (c) "Alterations" means, collectively, the new garage door to be installed on the Driveway Unit, the

installation of barriers adjacent to the new garage door, modifications to the Existing Garage Entry Door, the erection of signs along the Driveway Unit, the modifications and additions to the security system that controls entry into the Driveway Unit, all of which are more specifically described in this Agreement and in Schedule "A" attached hereto;

- (d) "Authority" means a federal, provincial, regional or municipal department, board, agency or other authority, having or claiming jurisdiction over TSCP 1786;
- (e) "Boards" shall mean the Board of Directors of both Corporations;
- (f) "Counterpart Agreement" shall mean the alterations agreement entered into by the Receiver and TSCP 1786 on even date with this Agreement, the subject matter of which is the installation of a new garage door to be installed inside the Garage, the installation of barriers adjacent to the new garage door, modifications to the Existing Garage Entry Door, the erection of signs in the Garage, the modifications and additions to the security system that controls entry into the Garage, and the installation of two (2) "additional parking" signs;
- (g) "Driveway Unit" shall mean Unit 105 on Level 1 of TSCP 1786;
- (h) "Existing Garage Entry Door" shall mean the existing garage door used by vehicles to enter and exit the Driveway Unit;
- (i) "TSCP 1786" shall mean Toronto Standard Condominium Corporation No. 1786;
- (j) "TSCP 2468" shall mean Toronto Standard Condominium Corporation No. 2468;
- (k) "TSCP 1786" shall mean Toronto Standard Condominium Plan No. 1786;
- (l) "Units" shall mean Units 66 to 98 inclusive on Level 1 of TSCP 1786; and
- (m) "Work" shall mean the work to be undertaken including installations and modifications to make the Alterations as more specifically described herein and in Schedule "A" attached hereto.

4. The Owner shall have the option of proceeding with the Alterations for a period of two (2) years following the execution hereof (the "Option"), provided that it must concurrently exercise its option under Section 4 of the Counterpart Agreement (the "Counterpart Option"). The Option may be exercised at any time prior to the second anniversary of this agreement by the Owner delivering written notice to the Corporations that it wishes to exercise its Option and the Counterpart Option (the "Options") and proceed with the Alterations. For greater certainty, only the aforesaid notice need be delivered within the two (2) year period to exercise the Options, the Alterations need not be commenced or completed during such period. However, upon exercise of the Options, the Owner shall in good faith endeavor to begin and complete the Alterations within a commercially reasonable timeframe. In the event that the Units are sold, transferred or conveyed by the Receiver to more than one Permitted Assignee, any one such Permitted Assignee may exercise the Options. For further certainty, unless expressly agreed to by TSCP 1786 and TSCP 2468, the Option may not be exercised independently of the Counterpart Option, the Options may not be exercised in part, and the Alterations must be undertaken and completed in their entirety.

5. The Owner covenants and agrees:

- (a) not to commence the Work, unless and until all of the following have occurred:
 - (i) the Owner has provided the Corporations with all of the relevant WSIB Clearance Certificates;
 - (ii) the Owner has provided the Corporations with the certificate of insurance referred to in Section 3(l) of this Agreement;
 - (iii) the Owner has provided the Corporations with a construction schedule two weeks prior to the commencement of the Work, specifying the date when the Work will commence and the date when the Work will be completed;
 - (iv) the Owner has obtained, at the Owner's sole cost and expense, all necessary licences, permits, approvals and consents of any Authority required for the Work, and has provided proof of same to the Corporations;
 - (v) the Owner has provided the Corporations the sum of \$3,000.00 (inclusive of disbursements and HST) to indemnify the Corporations for any costs incurred in entering into this Agreement and having same registered on title to the Units;
 - (vi) the Owner has provided the Corporations with engineering plans and electrical plans for the Alterations, all of which must satisfy the requirements of the Corporations' engineer (the costs of whose review will be paid for by the Owner), acting reasonably, and all applicable laws and regulations;
 - (vii) the Corporations have approved the engineering plans and electrical plans for the Alterations within ten (10) days of the plans being provided to the Corporations;
 - (viii) the Owner has provided the Corporations with an artistic rendering of the new garage

door and any related barriers, and drawings specifying the specific location of where the new garage door will be installed (which location must be acceptable to the Corporations, in their sole discretion) and how the new garage door will be installed in order to prevent vehicles and pedestrians from accessing other levels of the garage structure in absence of a remote/FOB issued to a resident of one of the Corporations;

- (ix) the Corporations have approved the artistic rendering of the new garage door within ten (10) days of the artistic rendering being provided to the Corporations;
 - (x) the Owner has provided the Corporations with written confirmation that the new garage door will have a security feature that prohibits entry at all times (except in the case of a power failure in which case the new garage door may be manually opened), in absence of a remote/FOB issued to a resident of one of the Corporations;
 - (xi) the Owner has provided the Corporations with written confirmation that, unless the parties agree otherwise, the free entrance loop to be installed for the Existing Garage Entry Door will turn off automatically on a daily basis at 9:00 p.m. and turn on automatically on a daily basis at 7:00 a.m., so that entry into the Driveway Unit will be prohibited daily between the hours of 9:00 p.m. and 7:00 a.m. in absence of a remote/FOB issued to a resident of one of the Corporations;
 - (xii) the Owner has provided the Corporations with written confirmation that the modifications and additions to the existing security system will be compatible with the existing remotes/FOBs issued to a resident of one of the Corporations; and
 - (xiii) the Owner has provided the Corporations with written confirmation that the garage structure's existing life safety systems, including but not limited to, the sprinkler system, smoke detector system and carbon monoxide detector system (hereinafter collectively referred to as the "Existing Life Safety Systems") will not be affected by the Alterations, that the Alterations will not necessitate any modifications to the Existing Life Safety Systems and that, upon completion of the Work, the Alterations will not cause and/or contribute to the Existing Life Safety Systems violating any applicable laws, regulations, codes and/or by-laws;
- (b) to pay for all of the costs of the Work;
 - (c) to carry out the Work in such a manner so that no damage occurs to the Driveway Unit, any property thereon, the garage structure or component thereof, and to repair and restore any damage to the Corporations' satisfaction, at the Owner's sole cost and expense;
 - (d) to use its best efforts to ensure that the Work is carried out in a manner as to minimize any inconvenience caused to the Corporations' owners, residents and guests;
 - (e) to take all reasonable steps to ensure that the Work conforms to this Agreement, Schedule "A" and Schedule "B" attached hereto;
 - (f) to be responsible for all risks associated with conducting the Work and to take all reasonable steps to minimize or eliminate said risks at all times;
 - (g) to ensure that the Work is conducted in accordance with all manufacturer and supplier installation guidelines and with the Engineer Report and all applicable laws and regulations;
 - (h) to ensure that the Corporations are provided with the full benefit of any warranties and/or guarantees related to the Work and/or the Alterations, and any materials and/or products used in relation thereto, and to ensure that any such guarantees and/or warranties are issued by the warrantor to the benefit of the Corporations;
 - (i) to maintain the Driveway Unit and adjacent property in a tidy condition and free from the accumulation of waste products and debris during the Work, and upon completion of the Work, to remove any remaining products, tools, equipment, waste products and debris created by and/or related to the Work;
 - (j) to ensure that all of the Owner's contractors and experts retained to design the Alterations and carry out the Work do so in a good and workmanlike manner and in accordance with all applicable laws, regulations, codes and by-laws;
 - (k) that this Agreement does not sanction any other additions, alterations, improvements or changes to the Driveway Unit, or the common elements of TSCC 1786;
 - (l) to obtain comprehensive liability insurance in respect of the Work and Alterations prior to the commencement of the Work, and to maintain same at all times until the completion of the Work at the Owner's sole cost and expense, in an amount of no less than two million dollars (\$2,000,000.00), naming the Corporations as a co-insureds in respect of all matters involving the Work and the Alterations, which shall provide protection against claims for personal injury, death, property damage or loss for which either the Corporations or the Owner might be held responsible, and the Owner further agrees to provide the Corporations with a certificate of insurance with respect to such policy prior to the commencement of the Work;

- (m) that by signing this Agreement, the Owner acknowledges having read, understood and agreed to the terms and provisions contained herein, and of having been afforded the opportunity to review this document with legal counsel at the Owner's expense;
 - (n) that TSCC 1786 shall register this Agreement on title to the Units;
 - (o) that any and all costs, charges, damages or expenses, including reasonable legal costs and disbursements and court-awarded legal costs, incurred by the Corporations, together with any interest thereon, whether with respect to the approval, preparation and registration of this Agreement, the failure of the Owner to comply with the terms of this Agreement, the Corporations acting reasonably in determining non-compliance with this Agreement, and the steps taken to enforce same, and any costs related to the Work, shall be paid by the Owner within twenty (20) calendar days of the Corporations submitting a request for payment to the Owner, and the Owner agrees that such costs shall be deemed to be common expenses attributable to the Units, and shall be recoverable by TSCC 1786, on behalf of the Corporations, as such;
 - (p) to provide the Corporations within one month following completion of the Work, plans, stamped by the Owner's engineer, which clearly describe the Alterations "as - built" as well as an opinion from the Owner's engineer, for the benefit of the Corporations, certifying that the Work, specifically the installation of the Alterations, have not had an adverse impact on the structural integrity of the garage structure;
 - (q) to provide the Corporations within one month following completion of the Work, an opinion from the Owner's engineer, for the benefit of the Corporations, certifying that the Work, specifically the Alterations, have not affected the Existing Life Safety Systems, that no modifications need to be made to the Existing Life Safety Systems, and that the Alterations have not caused and/or contributed to the Existing Life Safety Systems violating any applicable laws, regulations, codes and/or by-laws;
 - (r) to provide the Corporations within one month following completion of the Work, or as soon as possible thereafter, evidence that all permits issued for the Work have been closed; and
 - (s) any and all costs, charges, damages and expenses, including reasonable legal costs and disbursements incurred by the Corporations as a result of the Owner's failure to comply with the terms of Sections 4 or 5 of this Agreement, the Corporations acting reasonably in determining non-compliance with this Agreement, and any steps taken by the Corporations to enforce same, to rectify any adverse impact on the structural integrity of the garage structure, to modify the Existing Life Safety Systems so that same comply with all applicable laws, regulations, codes and/or by-laws and/or to ensure that all permits issued for the Work are closed, shall be paid by the Owner within thirty (30) calendar days of the Corporations submitting a request for payment to the Owner, and the Owner agrees that such costs shall be deemed to be common expenses attributable to the Units, and shall be recoverable by TSCC 1786, on behalf of the Corporations, as such.
6. The Owner and the Corporations covenant and agree that following the completion of the Work:
- (a) the Corporations shall be responsible for insuring, improving, repairing, maintaining, and operating the Existing Garage Entry Door;
 - (b) the Corporations and the Owner shall share the costs associated with maintaining and operating the Existing Garage Entry Door (hereinafter collectively referred to as the "Existing Garage Entry Door Costs") in accordance with the terms of this Agreement;
 - (c) the Owner's proportionate share of the Existing Garage Entry Door Costs shall be 34%;
 - (d) TSCC 1786's proportionate share of the Existing Garage Entry Door Costs shall be 35.838%;
 - (e) TSCC 2468's proportionate share of the Existing Garage Entry Door Costs shall be 30.162%;
 - (f) the Owner shall pay the Corporations the Owner's proportionate share of the Existing Garage Entry Door Costs within thirty (30) calendar days of the Corporations submitting a request for payment to the Owner;
 - (g) if the Owner fails to remit payment of its proportionate share of the Existing Garage Entry Door Costs when payment is due, the Owner's proportionate share of the Existing Garage Entry Door Costs shall be deemed to be common expenses attributable to the Units and shall be recoverable by TSCC 1786, on behalf of the Corporation, as such;
 - (h) any and all costs, charges, damages and expenses, including reasonable legal costs and disbursements incurred by the Corporations as a result of the Owner's failure to comply with the terms of Section 6 of this Agreement, the Corporation acting reasonably in determining non-compliance with this Agreement, and any steps taken by the Corporations to enforce same, shall be paid by the Owner within thirty (30) calendar days of the Corporations submitting a request for payment to the Owner, and the Owner agrees that such costs due by it shall be deemed to be common expenses attributable to the Units, and shall be recoverable by TSCC 1786, on behalf of the Corporations, as such; and
 - (i) any and all costs, charges, damages and expenses, including reasonable legal costs and disbursements incurred by the Owner as a result of either of the Corporations' failure to comply

with the terms of Section 6 of this Agreement, the Owner acting reasonably in determining non-compliance with this Agreement, and any steps taken by the Owner to enforce same, shall be paid by the Corporations within thirty (30) calendar days of the Owner submitting a request for payment to the Corporations, and the Corporations agree that such costs due by it shall be due and payable to the Owner.

7. Any waiver by the Corporations or any of their agents of any breach of any term, covenant or condition herein contained shall not constitute a waiver of any other breach of this Agreement or any other term, covenant or condition under this Agreement. Any amendment to this Agreement shall be made in writing and by resolution of the Boards.
8. The Owner agrees to indemnify and save harmless the Corporations, their officers, their Boards and their members, either jointly or individually, the property managers or any of the servants, agents or employees of any of the foregoing, jointly or individually, from any loss, liability, damages or claims that might arise against them or any of them for any reason with respect to the Work. The Corporations agree to indemnify and save harmless the Owner and (as applicable) its officers and directors, either jointly or individually, from any loss, liability, damages or claims that might arise against them or any of them for any reason with respect to the Work, caused by the negligence or willful misconduct of such Corporation, its officers, directors, Board, members, employees, agents and representatives (a "Work-Related Corporation Liability").
9. It is acknowledged and agreed that upon substantial completion of the Work, the Corporations shall be the owners of the Alterations and shall be solely responsible for the maintenance, repair, replacement and insurance of the Alterations and the Owner shall have no obligations with respect to the Alterations, except as provided in Sections 5 and 6 hereof.
10. Each of the provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of such provisions and, similarly, the invalidity or enforceability in whole or in part of any part of any provision shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of such provision.
11. The Owner consents to the registration of this Agreement against title to the Units, and the parties hereby acknowledge that the provisions of this Agreement shall run with the real property benefited and burdened thereby, specifically the Units, and except as may otherwise be provided herein shall enure to the benefit and be binding upon the heirs, executors, administrators, successors and assigns of each party hereto, provided always that this Agreement shall not be assignable by the Owner without the prior written consent of the Corporations, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Receiver may assign this agreement, without the consent of the Corporations, to any persons or entities who is a purchaser of all or some of the condominium Units, provided the sale of any such units to such persons or entities is approved by the Court (each such person or entity, and any person or entity who is an assignee of the Owner with the consent of the Corporations, a "Permitted Assignee"; and all such persons or entities, "Permitted Assignees").
12. This Agreement shall be read with all changes in gender and number as the context shall require.
13. The obligations under this Agreement shall bind all the successors and assigns of the Owner.
14. This Agreement has been negotiated and approved by the parties and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either of the parties by reason of the authorship of any of the provisions of this Agreement.
15. This Agreement may be executed in several counterparts with the same effect as if all parties hereto had signed the same document, and such counterparts together shall constitute one and the same original agreement. The Agreement may be provided by way of electronic transmission and an executed electronic transmission shall be deemed and be treated for all purposes as if originally signed by the parties thereto.

[EXECUTIONS ON SEPARATE PAGE]

IN WITNESS WHEREOF the parties hereto have executed these presents on the date first hereinabove written.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1786

Per:

Witness

Name:
Title:

Witness

Name:
Title:

I/We have the authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2468

Per:

Witness

Name:
Title:

Witness

Name:
Title:

I/We have the authority to bind the Corporation.

MNP LTD., in its capacity as court-appointed Receiver of the real property and all other property, assets and undertakings of Keele Medical Properties Ltd.

Per:

Witness

Name:
Title:

I have the authority to bind the Corporation.

SCHEDULE "A"

DESCRIPTION OF THE WORK AND ALTERATIONS

General:

1. The Work and Alterations shall comply with the requirements of the Ontario Fire Code, Ontario Building Code, Ontario Electrical Safety Code, Occupational Health and Safety Act and any other applicable municipal codes and/or by-laws. Prior to the commencement of the Work, the Owner shall provide the Corporations with copies of all applicable permits issued and same shall be sufficient evidence of compliance with all applicable statutes, regulations, by-laws and codes.
2. All existing materials that are not intended to be incorporated into the Alterations shall be removed from the site and legally disposed of.
3. All affected areas and existing components affected by the Work and/or Alterations, wherever located, shall be restored upon completion.
4. Any and all damage resulting from the Work shall be repaired forthwith.
5. The Owner shall use all reasonable commercial efforts to ensure that where a particular make or model number of any equipment set out herein is specified, that such identified equipment is employed, used and installed (as applicable). However, in the event that such identified equipment is no longer generally available, the Owner shall be entitled to employ, use and install the next generation or updated model of such identified equipment or, where no such "newer model" is available, to employ, use or install a reasonable commercial substitute therefor, provided that such substitute shall meet or exceed the specifications of the unavailable equipment.

Specifications – Garage Structure:

- General
 - Elite model Hercules 110 volt/single phase high cycle apartment house type electric trolley operator.
 - Omron model E3K photo-cell sender/reflector.
 - Door King model 8040 radio receiver.
 - ARES model 365 day event timer.
 - BEA model Matrix 110 volt vehicle detector complete with harness.
 - Saw cut and seal free entrance loop for the Existing Garage Entry Door, and install and program 365 day event timer, which will turn off the free entrance loop daily between the hours of 9:00 p.m. and 7:00 a.m., or otherwise agreed to by the parties from time to time.
 - Bolt down and hook up photo-cell for door line safety.
 - Test and ensure proper system function.
 - The Owner confirms that the Existing Garage Entry Door will have a security feature that prohibits entry, when closed, in the absence of a remote/FOB issued by one of the Corporations.
 - The residents of the Corporations shall have full FOB access to and through all garage doors.
 - All safety bollards and waterproofing shall be installed per Ontario Electrical Safety Code, and Ontario Building Code.
- New Garage Door
 - The Owner shall provide, prior to its installation, written confirmation that the new garage door is commercial grade, failing which the Owner shall make a one-time payment in the amount of \$9,500 to the Corporations as a contribution towards future repairs and/or replacement of the new garage door.
 - Install the new garage door operator and hardware.
 - Install and program radio receiver.
 - Form and pour concrete mounting pads for new garage door equipment pieces.
 - Install W' rebar in the existing surface and apply epoxy to the area of the pad.
 - Form and pour the new pads on top.
 - Flange mount protective bollards and bolt same to the surface.
 - Bolt down the new garage door to the pad.

- Saw cut and seal the required safety/reset detection loops for the new garage door and a free exit loop for the exit lane.
 - The garage door shall be 10' in length (unless otherwise required) and shall be made of aluminum and shall be of the type articulated herein as to accommodate the low head room of the garage structure.
 - A radio receiver shall be installed at the new garage door which will accept a signal from the existing transmitters.
- Electrical Draw
 - To facilitate the Alterations and to operate all newly installed or altered electrical elements forming part of the Alterations, the Owner shall be entitled to draw electricity from the existing entrance-level electrical room or the nearest electrical panel

Engineering Plans

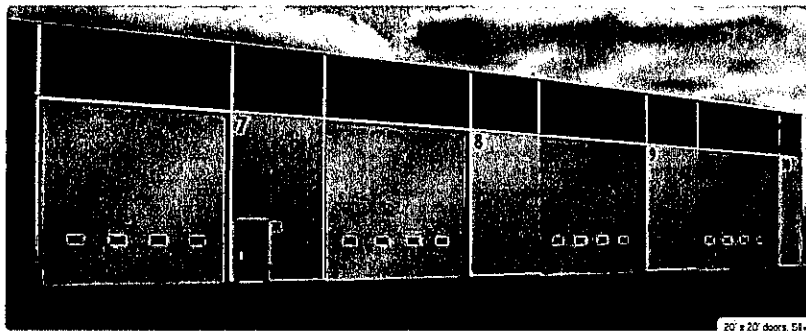
See attached PDF

New Garage Door

G-5000

STEEL POLYURETHANE SANDWICH DOOR
THICKNESS: 1 3/4" R-16 INSULATION

GARAGA INDUSTRIAL
Stronger for longer



FEATURES AND BENEFITS

A HIGH-PRESSURE INJECTED POLYURETHANE

- Stronger and more energy-efficient insulation.
- Solidly bonded to the steel sheets providing a section that is resistant to flexion.

B SEALED THERMO-PANE WINDOWS

- Optimize insulation and reduce seal failures with galvanized steel spacer technology.
- Ensure a long lasting and refined appearance with one-piece molded polypropylene window frame.

C INTERLOK™ TRIPLE-CONTACT JOINTS

- Sections are strengthened by 2 steel walls joined together with mechanical interlocking joints which are more solid than just two bonded walls.
- Mechanical thermal breaks which are more efficient compared to thermal breaks made with glue.
- Triple-contact joints provide 2 times more weathertightness than those of the competition.

D METAL REINFORCEMENT PLATES

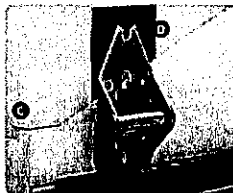
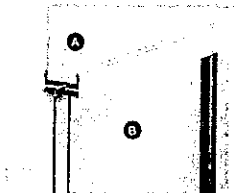
- Provide stronger fastening for hinges and struts. These 14-gauge plates are 2 times thicker than 20-gauge plates used by other manufacturers.

E WOOD END BLOCKS

- Provide a thermal break that is more effective than steel end caps which form a thermal bridge.
- Structural elements of the sections, the kiln-dried pine wood end blocks are installed at the outer ends of the section. They are stronger than insulation covered with a steel cap.

F LAG SCREW SYSTEM

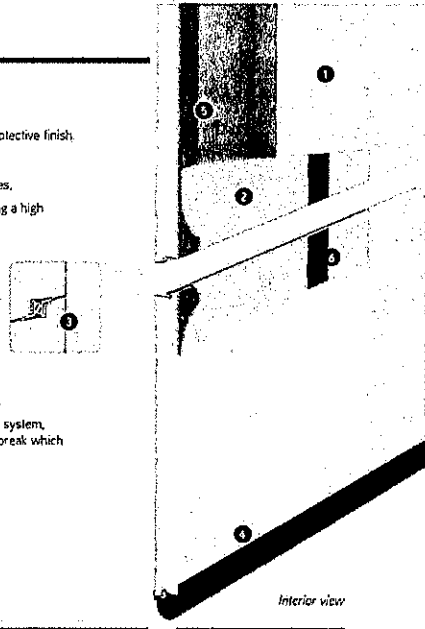
- Provides much better fastening of the end hinges. The lag screws engage 8 threads into the wood, compared to a self-tapping screw going through a steel end cap engaging only about 2 or 3 threads



PANEL CONSTRUCTION

- 1 **Steel walls**
 - 26/26-gauge, G60 hot-dipped galvanized steel with five coats of protective finish.
 - Baked-on polyester paint. Can be repainted.
 - Woodgrain finish on both sides of the door.
 - Same quality of corrosion-resistant steel for interior and exterior faces.
- 2 **Insulated door with high-pressure injected polyurethane foam** ensuring a high thermal-resistance rating and the solidity of a composite material.
Thickness: 1 3/4" (44.5 mm), R-16 (RSI 2.8) [k = 0.357 W/m²K]
- 3 **InterLox™ joints between each section:**
 - Mechanical joints ensure stronger sections with walls of each panel mechanically interlocked. Not only bonded by the polyurethane.
 - Mechanical thermal break avoids heat transfer between the interior and exterior walls of each section.
 - Triple-contact joint prevents air infiltration.
- 4 **U-shaped tubular bottom weatherstripping** made of thermoplastic elastomer (TPE) ensures the weather-tightness of the threshold.
Remains flexible and watertight during cold weather, until -52°C (-62°F).
- 5 **Wood end blocks** made of kiln-dried pine (grade 4). With our lag screw system, ensure better fastening of the end hinges. They also provide a thermal break which prevents thermal bridging.
- 6 **14-gauge steel reinforcement plates** placed inside the door for solidly attaching hinges and struts.

Door weight: 190 lb/ft² (9.3 kg/m²)



COLORS

G-5000	•	•	•	•	•	•	•	•	•
Standard Window Frames	•	•	•	•	•	•	•	•	•

* = PREMIUM colors: small additional fees apply.
Colors may slightly vary from image

WINDOWS



Standard Windows
21" x 13" (533 mm x 330 mm)
Colors: see Color chart



Oval Windows
Polycarbonate only
26" x 13" (660 mm x 330 mm)
Color: Black



G-4400 Sections [Full Vision]
Colors: White, Black and Anodized

MODEL



SIZES

Widths in 1" (25 mm) increments	From 4' to 29'6" (1.2 m to 9 m)
Heights in 3" (76 mm) increments	From 6' to 24' (1.8 m to 7.3 m)

HARDWARE

Steel tracks: • 2" (50 mm), 13-gauge or 14-gauge
• 3" (76 mm), 12-gauge

LIMITED WARRANTIES

- 10 years against any perforation of steel due to rust
- 10 years on the wood end blocks against cracking and rot
- 5 years against delamination of the steel skin from the polyurethane foam
- 1 year on other door components
- 10 years against seal defects on Standard windows

*See details in the Garaga industrial product brochure



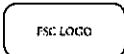
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G6A 1K5 Canada

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info@garaga.com
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**YOUR
GARAGA
DISTRIBUTOR**

GARAGA HAS ESTABLISHED EXTENSIVE QUALITY CONTROL PROGRAMS FOR ALL PRODUCTS. AS A RESULT OF THIS DEDICATION TO QUALITY SPECIFICATIONS OF ALL OUR DOORS ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE COLORS SHOWN HERE ARE APPROXIMATE. ALWAYS PLEASE CONSULT THE ACTUAL COLOR SAMPLES. FULL SPECIFICATIONS BY ALL GARAGA GARAGE DOORS ARE AVAILABLE ON OUR WEBSITE AT WWW.GARAGA.COM. CONTACT WITH THE GARAGA INDUSTRY DIVISION OF GARAGA INC. ARE LOCATED IN THE CANADIAN REGION OF GARAGA INC. (C) ALL RIGHTS RESERVED. (FR) 13515 (EN) 1300

9103
04/2019



Induction Loop Controller

MATRIX
INDUCTION LOOP
CONTROLLER
Summary sheet

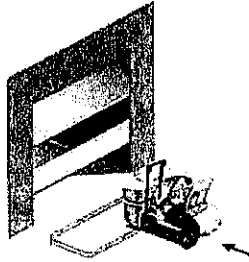


ONE FITS FOR ALL GROUNDS

EN

DESCRIPTION

The MATRIX induction loop controller is designed to provide a reliable and accurate detection of metal objects passing over the induction loop. It is suitable for use in a wide range of applications, including vehicle detection, traffic counting and toll collection. The controller is designed to be easy to install and maintain, and is available in a range of configurations to suit different requirements.

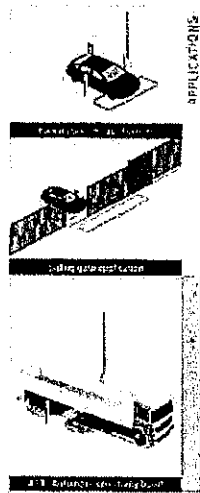


MATRIX II

PERFORMANCE

- Accurate detection parameter adjustment with a guarantee of stability in the long term.
- A frequency adjustment to avoid all interferences.
- ABS function used to make the loop sensitive to raised floor vehicles, trailers or low-lifts.
- Possibility to define the motion direction on 2 channel loop controllers.





APPLICATIONS

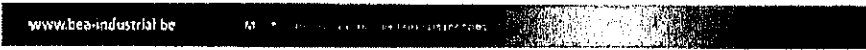
APPLICATIONS

- Industrial doors
- Parking barriers
- Sliding gates

Thanks to standard connectors, the MATRIX can be embedded into most control boxes. One of two channel sets is pre-supplied with 12, 24, 110 or 220 Vdc.

Technology	inductive loop 20 µH to 100 µH 5000 Hz 6,000 Hz to 0,5% with 250 steps 4 for single loop 2 for dual loop (for each loop)
Detection mode	Passive
Response time	1 min to infinity (incremental presence with 250 steps)
Learning time	60s ± 4 per channel
Output	2 Outputs relays (one external orange open contact) 120 VAC 5A (continuous)
Fuse time out	100 ms or 500 ms
Reaction time	25 ms for single loop 50 ms for dual loop (each channel)
LED signals	1 green LED - presence 1 red LED - loop status 1 1 red LED - loop status 2
Matrix frequency	48 to 80 Hz
Power supply (depending on model)	12-24V AC/DC ±15% 220V AC ±10% 50 to 125V AC ±5%
Power consumption	< 2,2 W
Dimensions	17 mm (H) x 40 mm (L) x 15 mm (W)
Weight	< 200 g
Connection	Standard 31-pin round connector (M12, #1)
Temperature range	-30°C to +55°C
Degree of protection	IP40
Norm of conformity	EMC: 2004/104/EC RoHS: 1999/5/EC

DISCLAIMER



www.bea-industrial.be



BEA s.a. - UITE Science Park - Alcedo de Noctem 5 - 4031 Anghel - 9830/04
T +32 (0)4 561 65 65 - F +32 (0)4 351 28 28 - E industrial@bea.be



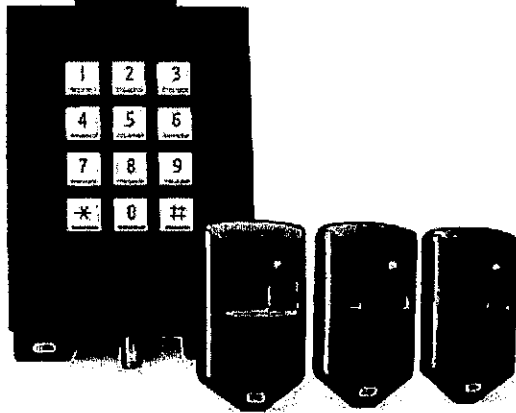
Transmitters

OKS DOORING

MicroPLUSSM

ACCESS CONTROL

• RESIDENTIAL • GATED COMMUNITIES • APARTMENT COMPLEXES
 • PARKING • CONDOMINIUM/RESIDENT HALL • MIXED USE
 • COMMERCIAL • SELF STORAGE • MAXIMUM SECURITY



- Provides remote operation of vehicular access gates from the safety and convenience of a vehicle
- MicroPLUS transmitter codes cannot be copied assuring that only the original intended transmitters will activate the access control system
- Over 286,000,000 transmitter codes available plus an encrypted "sync" code that changes every time the transmitter is used
- PROXmit™ includes a built in proximity card with the MicroPLUS transmitter combining both RF and card access control into a single compact unit
- 2 year limited factory warranty



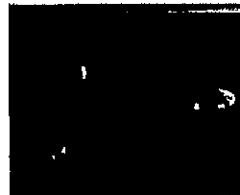
visor clip
 1-201-633-7671 (11/07/07) 20574795.4



safety/convenience
 1-201-633-7671 (11/07/07) 20574795.4



receiver options
 1-201-633-7671 (11/07/07) 20574795.4



codes
 1-201-633-7671 (11/07/07) 20574795.4

ACCESS CONTROL

ACCESS CONTROL RF CONTROL

Transmitters
1.34" W x 2.5" H x 5" D
MicroPLUS, Wiegand, Stand Alone

Receivers
3.75" W x 5.75" H x 1.13" D
MicroPLUS, Wiegand, Stand Alone

MicroPLUS	TYPE	MAX CODES	PROG FAC CODES*	TIME ZONES	HOLD OPEN CAPABILITY	OUTPUT	MAX ACCESS PTS.	POWER	RANGE
Wiegand	Secure RF Control	5300	Dependent on Model	-	-	28, 30 or 31-bit Wiegand	-	12-24 VAC/DC	50-75 FT
	Secure RF	1250	4095	10	No	1 Relay	1	12-24 VAC/DC	50-75 FT

*Requires Field Kit

Technical Features

Receivers

Model 8034: Stand-alone receiver can support up to 1250 transmitters and stores up to 1200 transmitters. Some power can be connected to control transmitters as they pass. It can print transactions stored in the history buffer. Receiver features 10 programmable time zones, built-in clock/calendar and a built-in keypad for easy programming.

Model 8035: Stand-alone receiver can support up to 40 transmitters. Programming is by means of the receiver's "learn" method. Individual transmitter codes cannot be deleted from this receiver.

Model 8040: Designed for interface with wire access controllers such as the GRS 1835, 1835, 1837, or 1200. Sends the received transmitter data to an access controller in 28, 30 or 31-bit wiegand format. Supports up to 5300 transmitters. This receiver can also be used in a stand-alone configuration that can store up to 5300 transmitter codes.

The 8040 Receiver is also a low power draw unit designed specifically for the solar application. It remains in a "sleep" mode until it receives a signal from a transmitter. When in sleep mode, it draws about 1 milliwatt of power.

Transmitters

265,000 DCG codes available

Encrypted "sync" code changes each time the transmitter is used

Transmitter button combinations allow a single transmitter to control multiple lockers

Available with 1, 2 or 1 bit(s)

Key ring included with transmitter

PROXIMITY controls the MicroPLUS transmitter when a built-in proximity tag

PROXIMITY are available with DKS, AN10, or HID tags

Powered by a 12-volt type 23A battery

Visor clips available

Electrical

Receivers - 17-24 volt AC or DC power

Transmitters - 12 Volt type 23A battery

Output

Model 8034 receiver - Dry contact form C relay (20V, 1A max)

Model 8035 receiver - Dry contact form C relay (20V, 1A max)

Model 8040 receiver - 28, 30 or 31-bit wiegand

Dry contact form C relay (20V, 1A max)

FCC ID: 150825MXX

FCC ID: 150825MXX

DOE (CAI): 1236-102-238



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624-413

Location of the Alterations and Artistic Rendering of New Garage Door and Related Barriers

See attached PDF.

Schedule "B"

See attached Technical Report by Brown & Beattie dated September 14, 2018 Regarding Feasibility Assessment of Proposed Interior Garage Doors at Toronto Standard Condominium Corporation No. 1786. 2737 Keele Street, Toronto, Ontario.

TAB 2C

AT 1223533
 CERTIFICATE OF RECEIPT
 RÉCÉPISSÉ
 TORONTO (66)
 2006-08-10 14:11

DECLARATION

CONDOMINIUM
ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO.	1786
NEW PROPERTY IDENTIFIERS BLOCK	12786
RECENTLY :	Part of Pin 10235 - 1364 (LT)
DECLARANT :	WESTMOUNT-KEELE LIMITED
SOLICITOR :	Lou Natale
	FOGLER, RUBINOFF LLP
Phone :	416-864-9700 Fax : 416-941-8852
No. OF UNITS	922
FEES :	\$70.00 + \$5.00 x 922 = \$4,680.00

THIS DECLARATION (hereinafter called the "**Declaration**") is made and executed pursuant to the provisions of the Condominium Act, 1998, c.19 and the Regulations made thereunder as amended from time to time (all of which are hereinafter collectively referred to as the "**Act**"), by:

WESTMOUNT-KEELE LIMITED

(hereinafter called the "**Declarant**")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "Description") for registration in accordance with the Act and which lands are sometimes referred to as the "Property";
- B. The Declarant has constructed a building upon the Property containing various units as more particularly described in this Declaration;
- C. The Declarant intends that the Property, together with the building constructed thereon, shall be governed by the Act.
- D. The registration of the Declaration and Description will create a freehold condominium that is a standard condominium Corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I
INTRODUCTORY

1. **Definitions**

The terms used in this Declaration shall have the meanings ascribed to them in the Act, unless this Declaration specifies otherwise, or unless the context otherwise requires and in particular:

- (a) "**Aerobics Room Unit**" means Unit 385, Level A;
- (b) "**Board**" means the Corporation's Board of Directors;
- (c) "**Bicycle/Storage Units**" means Unit 2 and Units 131 to 139, 141 to 380, inclusive Level A;
- (d) "**Billiards Room Units**" means Unit 382, Level A;
- (e) "**By-Laws**" means the by-laws of the Corporation enacted from time to time;
- (f) "**Cards Room Unit**" means Unit 383, Level A;
- (g) "**Commercial Units**" means Units 1 to 34 inclusive on Level 1 and Units 1, 3, 4, 5, 6, 7, 8, 9 and 384, Level A;
- (h) "**Common Elements**" means all the Property except the Units;
- (i) "**Corporation**" means the Condominium Corporation created by the registration of this Declaration;
- (j) "**Driveway Unit**" means Unit 105, Level 1;
- (k) "**Guest Suites Units**" means Unit 27, Level 3 & Unit 27, Level 4;
- (l) "**Owner**" means the Owner or Owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;

- (m) **"Parking Units"** means:
 Units 37 to 98 inclusive on Level 1
 Units 30 to 143 inclusive on Level 2
 Units 30 to 93 inclusive on Level 3 and
 Units 11 to 130 inclusive on Level A
- (n) **"Phase Two"** means the proposed freehold condominium to be constructed on the adjoining lands owned by the Declarant or a related corporation;
- (o) **"Party Room Unit"** means Unit 381, Level A;
- (p) **"Proportionate Shared Unit Interest"** means the respective ownership share by the Corporation and Phase Two with respect to the Shared Units as determined in accordance with this Declaration and the Shared Facilities Agreement;
- (q) **"Residential Units"** means
 Units 1 to 29 inclusive on Level 2
 Units 1 to 26 inclusive, and
 Units 28 and 29 on Level 3
 Units 1 to 26 inclusive, and
 Units 28 and 29 on Level 4
 Units 1 to 28 inclusive on Level 5
 Units 1 to 29 inclusive on Level 6
 Units 1 to 27 inclusive on Level 7
 Units 1 to 28 inclusive on Level 8
 Units 1 to 27 inclusive on Level 9
 Units 1 to 14 inclusive on Level 10
- (r) **"Roof Top Units"** means Unit 15, Level 10 and Units 1, 2, 3 and 8 on Level 11;
- (s) **"Rules"** means the Rules passed by the Board;
- (t) **"Service Units"** means Unit 36 Level 1 ("Garbage Storage"), Unit 35, Level 1 and Unit 140, Level A ("Transformer");
- (u) **"Shared Facilities Agreement"** means the agreement governing the use and sharing the costs of certain facilities between the condominium and Phase Two.
- (v) **"Shared Facilities Costs"** means the aggregate of all costs and expenses incurred in connection with the Shared Units all as provided in the Shared Facilities Agreement and shall include without limitation the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Units, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expenses assessments attributable to the Shared Units (or any proportion thereof);
- (w) **"Shared Units"** means the Service Units, Tunnel Unit, Driveway Units, Party Room Unit, Cards Room Unit, Billiards Room Unit and Aerobics Room Unit the ownership of which shall ultimately be conveyed by the Declarant to Phase Two as tenant-in-common, in accordance with this Declaration;
- (x) **"Sign Units"** means Units 99, 100, 101, 102, 103, 104, 106, 107 and 108, Level 1 and Units 16 and 17, Level 10 and Units 4, 5, 6 and 7 on Level 11;
- (y) **"Tunnel Unit"** means Unit 10, Level A; and
- (z) **"Units"** means all portions of the condominium designated as a unit, collectively, as the context may require;
- (aa) **"Visitor Parking Units"** means Parking Units 69 to 93, inclusive on Level 3.

2. Statement of Intention

The Declarant intends that the lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the land be governed by the Act.

3. Standard Condominium

The registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

4. Consent of Encumbrancers

The consent of every person having a registered charge or mortgage against the Property or interest appurtenant thereto is contained in Schedule "B" attached hereto.

5. Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the Boundaries of Units in Schedule 'C' attached hereto.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto:

Each Residential Unit, Guest Suite Unit and Commercial Unit *shall include* all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, including the complete vertical fan coil equipment (namely the fan coil, motor, valves, controls, etc.) and the branch piping extending to, but not including, the common pipe risers, which provides services to that particular unit only.

Each Residential Unit, Guest Suite Unit and Commercial Unit *shall exclude* all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus, including fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all concrete, concrete blocks or masonry partitions or load bearing walls or columns that lie within the boundaries of any particular unit as hereinbefore set out which supply service or support to another unit(s) or the common element.

Each Parking Unit and Visitor Parking Unit *shall exclude*, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any such Parking Unit or Visitor Parking Unit.

Each Bicycle/Storage Unit *shall exclude*, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams within any such Bicycle/Storage Unit.

Each Roof Top Unit *shall include* all wires, cables and cable conduits emanating from the Roof Top Unit, and extending beyond the boundaries of such Roof Top Unit to each of the electrical rooms situate throughout the Condominium, including the branch conduits extending to the conduit risers, and including the riser conduits and all junction or pull boxes, together with all wires, cables, cable television termination closets, cable receptacles, ports, jacks, electrical grounding apparatus and all other mechanical or similar apparatus and equipment leading or emanating from or otherwise connected to the Roof Top Unit which may now or hereafter be used in connection with the services or facilities related to telecommunications, regardless of whether any or all of such wires, cables, closets, receptacles, ports, jacks, apparatus and/or equipment are situate within or beyond the boundaries of the Roof Top Unit itself, and shall also include all pipes, wires,

cables, conduits, ducts and mechanical or similar apparatus that supply any service and/or utility or which facilitates the supply of any service and/or utility exclusively to the Roof Top Unit regardless of whether such pipes, wires, cables, conduits, ducts and apparatus are situate within or beyond the boundaries of the Roof Top Unit.

Each Roof Top Unit *shall exclude* all pipes, wires, cables, ducts, flues, and mechanical or similar apparatus and equipment that supply any service other than telecommunications, regardless of whether same may be situate within the boundaries of the Roof Top Unit.

The Shared Units *shall include* all pipes, wires, cables, ducts, flues, and mechanical or similar apparatus and equipment or facility contained within it that provides service to it and/or other units, the common elements or the Phase 2 lands for which it was specifically designed. The inclusions and exclusions will be more clearly defined in the final declaration upon final determination of the unit boundaries. and/or any facility contained within it.

The Sign Units shall include any structures, equipment and all appurtenant fixtures, wires, cables, conduits, etc. that have been or are to be installed in the future for the specific purpose of providing means whereby the units may function for the purpose they were designed.

6. Certificate of Architect or Engineer

Pursuant to Section 8(1)(e) and (h) of the Act, a certificate of an architect or of an engineer that all buildings have been constructed in accordance with the regulations, is attached hereto in Schedule "G".

7. Common Interest and Common Expense Allocation

Each Owner shall have an undivided interest in the common elements as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto and shall contribute to the common expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to common expenses shall each be one hundred (100%) percent.

8. Address for Service and Mailing Address of the Corporation

The Corporation's address for service and mailing address shall be 2737 Keele Street, Suite 101, Toronto, Ontario M3M 2E9 or such other address as the Corporation may by resolution of the Board determine.

ARTICLE II

COMMON EXPENSES

1. Specification of Common Expenses

Common Expenses means the expenses of the performance of the objects and duties of the Corporation, and without limiting the generality of the foregoing, shall include those expenses set out in the Act and in Schedule "E" attached hereto.

2. Payment of Common Expenses

Each Owner, including the Declarant, shall pay to the Corporation its proportionate share of the common expenses, as may be provided for by the By-Laws and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-Laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-Law or Rules in force from time to time by any Owner, or by members of his family and/or their respective tenants, invitees or licensees, shall be borne and paid for by

such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

3. Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation; and
- (b) No part of the Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.
- (c) However, for the purposes of the Act, this Declaration and/or the Shared Facilities Agreement, any and all portions of the Shared Facilities not comprising part of the registered description plan of this Condominium shall be deemed to be an "asset" of the Corporation for the purposes of utilizing any of its reserve fund in connection with this Corporation's responsibility to share the costs of repairing and/or replacing the Shared Facilities with Phase Two under the Shared Facilities Agreement.

4. Status Certificate

The Corporation shall, upon request to a requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

5. Check Meter

In the event any Owner consumes any bulk metered utility service to a materially greater extent than other Owners, as reasonably determined by the Board, the Corporation shall have the right to install a check meter at the sole cost of such Owner and such Owner shall pay in addition to common expenses for his Unit, the excess utility costs as determined by the check meter (i.e. the value of consumption as determined by the check meter less the portion contributed on account of consumption as part of the common expenses), which payments are deemed to be additional contributions toward common expenses and recoverable as such.

ARTICLE III
COMMON ELEMENTS

1. Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws and any Rules, each Owner has the full use and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Unit or upon any portion of the Common Elements that:

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-Laws and Rules of the Corporation;
- (b) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or common element area;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-law and/or the Rules.

2. Exclusive Use Common Elements

- (a) Subject to the provisions of and compliance with the Act, this Declaration, the By-Laws and the Rules, the Owner of each Unit shall have the exclusive use of those parts of the Common Elements as set out in Schedule "F" attached hereto.

3. Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to the Service Units and to those parts of the Common Elements used for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time;
- (b) Subparagraph 3(a) of this Article III shall not apply to any first mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon giving forty-eight (48) hours prior written notice to the Corporation or its Property Manager; and
- (c) No Owner, tenant, customer, invitee, supplier, agent, patron or employee from time to time of a Commercial Unit shall have any right of access or use of the Common Elements and Shared Units other than those portions required for the limited purpose of providing access to a Commercial Unit or for delivery of goods and supplies.

4. Modifications of Common Elements, Assets and Services

(a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and, if required having entered into an agreement with the Corporation in accordance with section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own sixty-six and two thirds (66 2/3%) percent of the Units, make any substantial additions, alterations or improvements to, the Common Elements, or may make any substantial change to the assets of the Corporation, or a substantial change in a service the Corporation provides to the Owners in accordance with subsections 97(4), (5) and (6) of the Act.

(d) Board's Discretion

For the purposes of this paragraph 4, the Board shall decide whether any addition, alteration, or improvement to or renovation of the Common Elements, or any change in the assets of the Corporation, is substantial.

5. Pets

No animal, livestock or fowl, other than as permitted pursuant to Article IV of this Declaration, is permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash (or in a carrier) at all times during ingress to and egress from a Unit and, while on the Common Elements of the building or on the grounds. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a nuisance to the residents of the Corporation is permitted to be on or about the Common Elements.

6. Visitors Parking

The Declarant will convey to the Corporation subsequent to the registration of the Declaration the Visitor Parking Units to be designated for use by visitors of owners or occupants of residential units in the Corporation and Phase Two. These Visitor Parking Units may not be leased or sold to any Owner or otherwise assigned. Such Visitor Parking Units shall be used and occupied only for the parking of motor vehicles as may be defined from time to time in the Rules. Visitor parking for Residential Units shall not be permitted on any of the Common Elements except as permitted by law. The Declaration may not be amended in any way relating to the Visitors Parking Units without the prior written approval of the City of Toronto.

7. Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- (i) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold Units in this Condominium and Phase Two, from time to time;
- (ii) The Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the Common Elements, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, relating to this Condominium and Phase Two, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere

with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and

- (iii) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access, ingress and egress of the Declarant and its authorized agents, representative and/or invitees over the common element areas of this Condominium;

until such time as all of the Units in this Condominium and Phase Two have been transferred by the Declarant.

ARTICLE IV UNITS

1. General Use

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration or in the Shared Facilities Agreement, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the by-laws, and/or any agreement authorized by By-law including the Shared Facilities Agreement. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the by-laws, or in any agreement authorized by By-law including without limitation, the Shared Facilities Agreement) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premises of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the Common Expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such;
- (b) The Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-law and the rules including, without limitation, the Shared Facilities Agreement;
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows

of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except with the prior written consent of the Board, and further, when approved, subject to the rules. All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property; and

- (d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, unless the Board consents in writing to the said antenna, aerials or satellite dish which consent may be arbitrarily withheld.

2. Residential Units

- (a) Each Residential Unit shall be occupied and used only for residential purposes in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales purposes in respect of the Corporation or any of the Declarant's other developments, upon the Common Elements, and within or outside any unsold Unit, until all Units have been sold by the Declarant;
- (b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Residential Unit which can be seen from the outside of the building;
- (c) No Owner of a Residential Unit shall make any change, addition, modification or alteration, except for any change, addition modification or alteration which is solely decorative in nature, in or to his Residential Unit or make any change, addition, modification or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintenance of those parts of the Common Elements which he has the duty to maintain, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board;
- (d) No animal, livestock or fowl of any kind other than one (1) dog or two (2) cats per Residential Unit; and/ or not more than two (2) canaries, budgies or other small birds; or an aquarium of goldfish or tropical fish; and/ or one (1) small caged animal usually considered to be a pet shall be kept or allowed in any Residential Unit. No animal, which is deemed by the Board or the Property Manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Residential Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Residential Unit. No breeding of animals for sale shall be carried on, in or around any Residential Unit;
- (e) In the event the Board determines in its sole discretion acting reasonably, that any noise is being transmitted to another Residential Unit and that such noise is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Residential Unit shall at his own expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. In the event the Owner of such Residential Unit fails to abate the noise, the Board shall take such steps as shall be necessary to abate the noise and the Owner shall be liable to the

Corporation for all expenses incurred by the Corporation in abating the noise, which expenses are to include reasonable solicitor's fees on a solicitor and his own client basis; and

- (f) No boundary, load-bearing or partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a Residential Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board, but the provisions of this subparagraph shall not require any Owner to obtain the consent of the Corporation for the purpose of painting or decorating the surface of any wall, floor or ceiling which is within any Residential Unit.

3. Commercial Units

- (a) The Commercial Units shall be occupied and used for such purposes as permitted by the relevant zoning by-laws of the local municipality and for no other purpose. Hours of operation of the Commercial Units shall be at the discretion of the Owners of the respective Commercial Units.
- (b) The Owners of the Commercial Units shall comply and shall require all tenants, employees, invitees, licensees and visitors of the Commercial Units to comply with the Act, this Declaration, the by-laws and the rules.
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of the Commercial Units except with the prior written consent of the Board.
- (d) The Owners of the Commercial Units shall be responsible at their own expense for the cleaning of the interior of their respective Unit.
- (e) The Owners of the Commercial Units and their tenants, employees, invitees, customers and licensees shall not be entitled to use any part of the Common Elements, including, but not limited to the hallways and elevators, save and except those areas of the Common Elements as follows (to which access shall not be denied or restricted by the Corporation):
 - (i) those portions of the outdoor ground floor areas and such part of the indoor Common Element areas which provide access to and egress from the Commercial Units;
 - (ii) those portions of the outdoor and indoor stairwells, corridors and garage ramps which lead to any Parking Units and/or Bicycle/Storage Units which are being used by the Commercial Owners, and by their tenants, invitees, customers and licensee and their duly authorized and designated employees or agents;
 - (iii) those portions of the Common Element areas and roadways used for ingress to and egress from the Commercial Units and for shipping and receiving, waste disposal or as a loading platform for the Commercial Units; and
 - (iv) those parts of the Common Elements areas which are necessary or incidental to the use and enjoyments of the Commercial Units or any part or parts thereof, or over which any servicing systems run or operate or over those parts of the Common Elements areas which are required to gain access to such services or servicing systems in order to permit the Commercial Units or any part or parts thereof to function in accordance with their permitted use or those parts of the Common Elements as are necessary to allow the Owners of the Commercial Units to maintain and repair the Commercial Units in accordance with the provisions of this Declaration.

- (f) It shall be continuing duty of the Corporation in making rules respecting the use of the Common Elements and Units to ensure that any rules respecting the Commercial Units shall be reasonable and consistent with this Declaration and with the reasonable and permitted uses of the Commercial Units as set forth herein.
- (g) The Owner of a Commercial Unit and any persons occupying the whole or any part of a Commercial Unit with an Owner's consent, shall be entitled to erect, remove, replace or alter any internal walls or partitions within such Commercial Unit and to make any structural change or alteration in or to such Commercial Unit and to make any structural change or alteration upon the Common Elements or to encroach upon and alter the Common Elements and, if required have reasonable access to the Common Elements without the consent of the Board, for the following purposes:
 - (i) to affix, place or install any signs, advertisement, notice or awning advertising the trade or business being conducted within a Commercial Unit, or any part or parts thereof, onto any Common Elements area situate in the immediate vicinity of the Commercial Unit in accordance with the restrictions set forth in subparagraph (h) immediately below, provided the other applicable terms and conditions as set forth in this Declaration are complied with;
 - (ii) to install, alter, repair or replace any servicing system which services or is intended to service exclusively the Commercial Unit or any part thereof, such servicing system to include any air-conditioning system, heating system, ecology or environmental system, a venting or air filtration system, a fire alarm or fire protection system, a sound installation or heat installation system, a sprinkler or a loading system, sanitary, storm, water and electrical services;
 - (iii) to remove, replace, install or relocate any glass window or any doors leading into the Commercial Unit;
 - (iv) to allow the alteration, removal or relocation of non-structural or non-load bearing walls or columns within the Commercial Unit; and
 - (v) to alter, replace or install existing or new floor coverings, wall coverings, ceiling coverings, light fixtures and other similar finishings or installations and generally to construct such improvements or renovations to the Commercial Unit or any part thereof in the nature of the leasehold improvements which the Owner of a Commercial Unit or their respective tenants, subtenants, licensees desire to make or effect to the Commercial Units and/or leasehold premises as to assist them in the operation or conduct of the business being carried on therein.

Provided that in doing any of the foregoing:

- (i) the services that provide power or service to any portion of the Common Elements of the Corporation or to any other Unit is not unduly distributed or interfered with or interrupted and is not damaged.
- (ii) prior to performing such work, the Owner (save and except for the Declarant, its tenants, subtenants, or licensees) shall lodge with the Board the drawing and specifications detailing the location, materials and method of construction and installation of such work; together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer carrying on business in the Province of Ontario, certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common

Elements and the Units will not be impaired and such work will not interfere with or impair any structure or the functioning and operation of any machinery and equipment which is part of the Common Elements and serves other Units;

- (iii) all such work performed by the Owner shall be carried out in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances and with the drawings and specifications lodged with the Board as set out in clause (ii) above; and
 - (iv) adequate measures are taken by such Owner so that any noise, vibration or interference caused to any of the other Unit Owners, or caused to pedestrians access to and egress from the Commercial Units or any part thereof and arising from such work is minimized to a reasonable extent.
- (h) Subject to obtaining the Declarant's prior written consent and approval until such time that all of the Units in the Condominium have been conveyed by the Declarant and thereafter, subject to obtaining the prior written consent and approval of the Board, which is not to be unreasonably withheld, the Owners of the Commercial Units or any persons occupying the whole or any part of the Commercial Units with an Owner's consent shall be entitled to inscribe, paint, affix or display on any part of the interior or exterior of the Commercial Units (including the Common Elements thereto) such signs or sign boxes, including facing and backlights as are of a size and type as permitted by the municipal by-laws and municipal agreements applicable to the Property. The owners of the Commercial Units or any person occupying the whole or any part of the Commercial Unit with an owner's consent may also affix or install canopies on the common elements in an area outside of the Commercial Units provided the owners or such persons comply with all municipal by-laws governing same and maintains the canopies, signs or sign boxes in first class repair and condition, at their sole cost and expense.
- (i) If an Owner (other than the Declarant) shall do or permit anything to be done or to bring or keep anything upon or in the Commercial Units or Common Elements, including the exclusive use Common Elements so as to result in an increase in the premium rate of any policy or insurance placed by or on behalf of the Corporation, and after receipt of notice by the Corporation, such owner shall pay to the Corporation, and after receipt of notice by the Corporation, such owner shall pay to the Corporation with his or her next monthly contribution towards common expenses, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this section are deemed to be additional contributions towards common expenses and are recoverable as such.
- (j) No Commercial Units shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation.

4. Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of motor vehicles as may be from time to time defined in the Rules of the Corporation. Each Owner shall maintain his Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of the Parking Units.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until such time as all the Residential Units in the Corporation have been sold.

- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking Units the Board may, from time to time, designate the said Parking Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the by-laws of the Municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Any or all of the Parking Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, including without limitation to any person, corporation or other entity which must also coincidentally be an Owner of a Residential or Commercial Unit.
- (e) Notwithstanding anything contained in the Declaration, the use and enjoyment of some of the Parking Units may be temporarily interrupted or restricted due to the construction of Phase Two and/or repairs of the parking garage to be made by the Declarant or related company or the declarant of Phase Two and during such period of interruption of use and enjoyment of the said Parking Units, the Owner(s) shall be provided with temporary use of an alternative parking space in the parking garage to be designated by the Declarant at its discretion at no additional expense to the Owner(s). For greater certainty, it is understood that the Owners of the said Parking Units shall be responsible to pay the monthly common expenses notwithstanding the temporary interruption of use and enjoyment of the said Parking Unit.

5. Bicycle/Storage Units

- (a) Each Bicycle/Storage Unit shall be used and occupied only for the storage of non-combustible materials and for no other purpose. The Board may from time to time restrict the categories of materials that may be stored in each Bicycle/Storage Unit and which, as the Board may determine, constitute a danger or nuisance to the property and the other Owners;
- (b) No gift, sale or license or lease of a Bicycle/Storage Unit may be given or granted or otherwise conveyed to anyone other than an Owner, a tenant in actual occupation of a Residential Unit, the Declarant or the Corporation; and
- (c) The term of any lease of a Bicycle/Storage Unit to a tenant of a Residential Unit shall not extend beyond the term of the tenancy of such Residential Unit.

6. Service Units

The Service Units shall be used only for the purpose of housing the respective servicing installations, utility systems, storm or sanitary systems, telephone systems, cable television systems, computer monitoring equipment and systems, municipal and/or private hydro meters, transformers, generators, municipal and/or private water meters and gas meters, sump pump, fire protection and sprinklers systems and enunciator panel and various other mechanical, electrical, electronic and/or computer systems and equipment contained therein, including without limitation, heating and air conditioning equipment and cooling towers, together with any ancillary equipment or supplies appurtenant thereto servicing and benefiting the Condominium and Phase Two and for the purpose of operating, maintaining and repairing such installations systems and equipment. The Service Units shall ultimately be shared and used by the Condominium and Phase Two in connection with the maintenance and operation of the Shared Facilities and access thereto shall be restricted to the authorized agents, representatives, servants, employees and tradesmen of the Declarant and/or the authorized agents, representations, servants, employees and tradesmen of this Condominium of other parties to the Shared Facilities Agreement.

Ownership of the Service Units may ultimately be shared between the Condominium and Phase Two as tenants-in-common, as set out in the Shared Facilities Agreement.

7. Shared Units

- (a) Ownership of the Shared Units shall ultimately be shared by the Condominium and Phase Two in the proportions set out below but in all cases as tenants in common. The proportions set out below are based on the number of residential units in the Condominium compared to the number of proposed residential units in Phase Two. The actual proportions of ownership may vary from the proportions set out below depending on the actual number of residential units in Phase Two.

Tunnel Unit

Condominium	<u>57 %</u>
Phase Two	<u>43 %</u>

Driveway Unit

Condominium	<u>57 %</u>
Phase Two	<u>43 %</u>

Party Room Unit

Condominium	<u>57 %</u>
Phase Two	<u>43 %</u>

Cards Room Unit

Condominium	<u>57 %</u>
Phase Two	<u>43 %</u>

Billiards Room Unit

Condominium	<u>57 %</u>
Phase Two	<u>43 %</u>

Aerobics Room Unit

Condominium	<u>57 %</u>
Phase Two	<u>43 %</u>

Service Units

Garbage Storage

Condominium	<u>57 %</u>
Phase Two	<u>43 %</u>

Transformer

Condominium	<u>57 %</u>
Phase Two	<u>43 %</u>

Transformer

Condominium	<u>57%</u>
Phase Two	<u>43%</u>

The actual transfer of ownership of the Shared Units by the Declarant to each of the condominiums, as tenants in common, shall occur within one hundred and twenty (120) days after Phase Two has been registered as a condominium corporation or such earlier time as the Declarant may determine in its sole and unfettered discretion (the "Transfer Date"). Notwithstanding that the transfer of ownership of the Shared Units may not yet, or may have already occurred, the resident owners, tenants and invitees of the owners of the Corporation and Phase Two, shall have immediate use and enjoyment of the Shared Units as soon as they are completed subject to the Shared Facilities Agreement. Notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Corporation shall be responsible for paying 100% of all of Shared Facilities Costs until the date the proposed residential units in Phase Two are occupied or such earlier date as the Declarant may determine in its sole discretion.

8. Guest Suites Units

Guest Suites Units shall be occupied and used in accordance with the applicable zoning by-laws and for no other purpose whatsoever and specifically for short term transient accommodation on a furnished basis, or such other purposes as the Board may decide from time to time. The number of individuals who may occupy a Guest Suites Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The Guest Suites Units will be owned by the Condominium Corporation and used for accommodation for Residential Unit Owners, their tenants, invitees, licensees and visitors.

9. Roof Top Units

Roof Top Units shall only be used by the Owner of those units for the purposes of telecommunication services or facilities that are not connected to a telecommunication system that services any of the Units in the Corporation (unless the Corporation and the Owner of the Roof Top Unit otherwise agree). The Owner shall have the right to construct, install, operate, maintain and repair on the Roof Top Units such equipment, devices and trade fixtures as may be necessary to provide the telecommunication services and facilities and shall have a right of access and right in the nature of an easement on, over and through the Property and Common Elements with personnel and necessary equipment to the Roof Top Units. The Corporation shall not interfere, obstruct or impede with the permitted use of the Owner of the Roof Top Units.

10. Sign Units

- (a) The Sign Units shall be used only for the purposes of signage display, lighting displays and advertising or business identification installations (including any awning or canopies) to be installed and maintained at the sole cost and expense of the Owner of the Sign Unit and in accordance with applicable municipal zoning by-laws, rules and regulations. All signage and advertising shall be in accordance with first class shopping centre practice, professionally made and installed.
- (b) Each Owner of the Sign Units acknowledges that the approval by City of Toronto of the creation of the Sign Units shall not be construed to be either expressed or implied approval by the City of Toronto under the applicable municipal by-law dealing with signage and that it will be necessary to obtain a sign permit from the City of Toronto for proposed signage.
- (c) Any or all of the Sign Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Commercial Unit or Sign Unit, to any person, corporation or other entity which must also coincidentally be an Owner of a Commercial Unit.

11. Leasing of Units*Notification of Lease:*

- (a) Where an Owner leases his/her Unit, the Owner shall within thirty (30) days notify the Corporation that the Unit is leased and shall provide to the Corporation the tenant's name and the Owner's address;
- (b) No Owner other than the Declarant shall lease his or her Unit unless he or she first delivers to the Corporation a covenant or agreement signed by the tenant to the following effect: "I acknowledge and agree that I, the members of my household, my employees, customers, licensees, invitees and my guests from time to time, will, in using the Unit rented by me and the Common Elements, comply with the Condominium Act, the Declaration, the By-Laws, and all the Rules and regulations of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were an Owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act";
- (c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation; and
- (d) Any Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit, which shall be joint and several with his/her tenant.

ARTICLE V
MAINTENANCE AND REPAIRS

1. Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his/her Unit, and subject to the provisions of this Declaration, each Owner shall repair his/her Unit after damage, all at his/her own expense. In addition, without limiting the generality of the foregoing, each Owner shall maintain:
 - (i) the interior surface of doors which provide the means of ingress and egress from a Unit and repair damage to those doors caused by the negligence of residents, family members, tenants, licensees, employees, patrons or invitees to his or her Unit;
 - (ii) the interior surface of all windows in Units and interior and exterior surfaces of all windows and window sills contiguous to his/her Unit and which are accessible by the terrace or balcony together with the terrace or balcony itself which has been designated as an exclusive use area in respect of such Unit; and repair damage to those windows caused by the negligence of the Owner, tenants, licensees, invitees, employees or patrons to the Unit;
 - (iii) the bathtub enclosures, tiles, shower fans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit;
 - (iv) his/her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the Parking Unit; and
 - (v) the balcony or terrace to which the Unit has direct access in a clean and sightly condition;

- (b) Each Owner shall further maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing his/her Unit only (to and including the shut-off valve, whether same is installed or located within or beyond the boundaries of the Unit), such maintenance to include regularly scheduled inspections of all such equipment. The Corporation may make provision in its annual budget for the maintenance and repair of the heating and air-conditioning system, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses. Each Owner shall be liable for any damage due to the malfunction of such equipment caused by the act or omission of an Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.
- (c) The Corporation shall make any repairs that an Owner is obliged to make pursuant to this Article and that he/she does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such costs shall bear interest at the rate of eighteen (18%) per cent per annum calculated monthly, until paid by said Owner. The Corporation may collect all such costs in such installments as the Board may decide upon. The installments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

2. Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner to maintain and repair his/her Unit and such parts of the Common Elements for which he/she is responsible, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

3. Repair and Maintenance by Corporation

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements (including any portion of the Shared Facilities comprising parts of the Common Elements of this Condominium which the Condominium has failed to maintain and repair, in accordance with the provisions of the Shared Facilities Agreement), other than any improvements to (and/or any facilities, services or amenities installed by any Unit Owner) upon any Common Element areas set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the units, exterior door frames, exterior window frames and all exterior window surfaces and any exterior perimeter fences erected by the Declarant along the boundaries of the Property.
- (b) Notwithstanding anything provided in paragraph 3(a) hereof to the contrary, it is understood and agreed that each Owner shall be responsible for the maintenance of all interior door and window surfaces with respect to his or her Unit.
- (c) Every Owner shall forthwith reimburse the Corporation for repairs to windows and doors servicing his or her unit, following damage to same caused by such Owner's negligence, or the negligence of his or her residents, tenants, invitees or licensees.

ARTICLE VI
INDEMNIFICATION

Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

ARTICLE VII
TERMINATION

The Corporation shall, within thirty (30) days after a determination that there has been substantial damage for which the cost of repair is estimated to equal or exceed twenty-five percent (25%) of the replacement cost of all the buildings and structures located on the property give to all Owners and to all mortgagees noted on the record of the Corporation notice of the determination and of a meeting of Owners to be held within thirty (30) days after the determination for the purpose of allowing the Owners to vote for termination of the Corporation.

ARTICLE VIII
INSURANCE

1. **By the Corporation**

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

- (a) **"All Risk" Insurance** Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:
- (i) the Property and building, but excluding improvements and betterments made or acquired by an Owner; and
 - (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, and of the Units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the Units and/or the Common Elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect to such owner's unit.

(b) **Policy Provisions**

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement) and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
 - (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to the Insurance Trustee;
 - (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
 - (iv) waivers of any defense based on co-insurance (other than a stated amount co-insurance clause); and
 - (v) waivers of any defense based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.
- (d) Boiler, Machinery and Pressure Vessel Insurance
- Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

2. General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his/her Unit;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 2(b) of this Article VIII shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any

insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;

- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article IX; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

3. By the Owner

- (a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:
 - (i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's Unit belongs by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and person property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contained waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
 - (ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
 - (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
 - (i) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate; and
 - (ii) Insurance covering business interruption if an Owner of a Unit is unable to continue business as a result of one of the hazards protected against under the Corporation's policy.
 - (iii) Additional living expenses incurred by an Owner if forced to leave his or her Residential Unit by one of the hazards protected against under the Corporation's policy.

4. Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

ARTICLE IX
INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

1. The Corporation may enter into, and at all times maintain, an agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the Property covered by the insurance policy;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other Corporation authorized to act as a Trustee, as the Owners may approve by By-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

2. **In the event that:**

- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;
- (c) the Board, in accordance with the provisions of the Act, determines that:

- (i) there has not been substantial damage to twenty-five (25%) per cent of the building; or
- (ii) there has been substantial damage to twenty-five (25%) per cent of the buildings and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

ARTICLE X **SHARED FACILITIES**

1. The Control, Operations, Budgeting and Cost-Sharing of the Shared Facilities

- (a) Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the by-laws or rules of this Corporation shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto pursuant to the Shared Facilities Agreement (and the Declarant, prior to the Transfer Date referred to in Article IV herein) for the Shared Facilities that are a unit or part of the Common Elements of the Condominium.
- (b) Immediately following registration of the Declaration, the Corporation's share of the Shared Facilities Costs shall be calculated and paid as provided in Article IV herein and the Shared Facilities Agreement. The budget for the Corporation shall incorporate any budget for the same period for Shared Facilities Costs prepared in accordance with the Shared Facilities Agreement by or on behalf of the owners or parties for the time being to the Shared Facilities Agreement.

ARTICLE XI **DUTIES OF THE CORPORATION**

1. In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties, namely:

- (a) To assume and/or enter into the Shared Facilities Agreement (the "SFA") as soon as reasonably possible after the registration of this Declaration and to observe and comply (and insofar as possible, compel the observance and/or compliance by all Unit Owners, residents and their respective tenants and/or invitees) with all terms and provisions contained in the SFA in addition to complying (and insofar as possible compelling the observance and/or compliance by all Unit Owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this Declaration and By-Laws of this Corporation.
- (b) To not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property) heat, hydro, water, gas and all other requisite utility services (including such services which constitute Shared Facilities) so that same are fully functional and operable during normal or customary hours of use.
- (c) To operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, those parts of the Common Elements of this Condominium which service or benefit or constitute the Shared Facilities.

- (d) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Unit Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the property;
- (e) To ensure that no action or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with any of the Condominium and Phase Two, as more particularly set out in the foregoing provisions of this Declaration.
- (f) To pay on a monthly basis, the Corporation's share of the Shared Facilities Costs, as more particularly set out in the foregoing provisions of this Declaration and as provided for in the SFA.
- (g) To execute upon the request of the Declarant, a release and abandonment of any easement enjoyed by this Condominium and created pursuant to this Declaration or pursuant to the SFA through any area that is ultimately part of Phase Two such that this Condominium will continue to enjoy its easement rights with respect to those portions of Phase Two that are reasonably necessary for the continued use and enjoyment of such easements and this Condominium shall complete and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements.
- (h) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990*, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act R.S.O. 1990*, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O. Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6th month and the 10th month following the registration of this Declaration, then the Corporation shall have a duty to:
 - (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
 - (i) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);
 - (ii) for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with) , and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this Declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board.
 - (iii) The Board shall, after notification thereof, adopt without amendment and be bound by, all decisions of the parties to the SFA in connection with matters dealt with in the SFA as if such decisions were made by the

Board itself, including decisions with respect to the determination of the Shared Facilities Costs.

- (j) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreement (as well enter into a formal assumption agreement with the City of Toronto or other Governmental Authorities relating thereto, if so required by the City of Toronto or other Governmental Authorities).
- (k) To take all reasonable steps to collect from each Unit Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses.
- (l) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.
- (m) to enact such by-laws and undertake all such other action as may be required from time to time to authorized the grant of an easement or licence in favour of the Declarant or such other person(s) as the Declarant may direct to permit the Common Elements to be used for signage purposes if the Declarant is unable to provide for signage units as part of the unit structure of the Condominium.
- (n) To accept title to the Guest Suites Units at a purchase price of two hundred and forty-seven thousand, five hundred dollars (\$247,500.00) and give back to the Declarant a mortgage over the Guest Suites Units in the principal amount of two hundred and fort-seven thousand, five hundred dollars (\$247,500.000) with interest at a rate equal to four (4%) percent over the five (5) year Government of Canada Bond Yield determined one (1) month prior to the date of registration of the Declaration. The mortgage is for a term of ten (10) years and payments are based on a ten (10) year amortization period.
- (o) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

ARTICLE XII

GENERAL MATTERS AND ADMINISTRATION

1. Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation. In addition, the Corporation, its agents or any other person authorized by the Board of Directors shall be entitled to enter where necessary,

any Unit or any part of the Common Elements over which the Owners of such Units have the exclusive use, at such reasonable times and upon giving reasonable notice, to facilitate window washing of the suites below.

- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists;
- (c) If an Owner shall not be personally present to grant entry to such Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;
- (d) The Corporation shall retain a key to all locks to each Unit. No Owner shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to any part of the Common Elements of which such Owner has the exclusive use; and
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-Laws.

2. Architectural, Structural, Mechanical, Electrical and Landscaping Plans

A complete set of all the original as-built architectural, structural, mechanical, electrical and landscaping plans and specifications including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit which required the prior consent of the Board shall be maintained in the office of the Corporation at all times or at such other place as the Board may determine by resolution for the use of the Corporation and any Owner or mortgagee in rebuilding or repairing any damage.

3. Units Subject to Declaration, By-laws and Rules and Regulations

All present and future Owners, tenants and occupants of Units, including their families, guests and visitors, shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and any other Rules and regulations of the Corporation.

The acceptance of a deed or transfer, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and any other Rules and regulations as they may be amended from time to time, are accepted and ratified by such Owner, tenant or resident and all of such provisions shall be deemed and taken to be covenants running with the Unit and shall bind any person having, at any time, any interest or estate in such Unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

4. Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

5. Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-Laws or any other Rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

6. Interpretation of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

7. Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers duly authorized in that behalf.

DATED at Toronto, this 22 day of July, 2006 .

WESTMOUNT-KEELE LIMITEDPer: 

Name: Joseph Ieradi

Title: President

I/We have authority to bind the Corporation

DESCRIPTION OF THE LANDS

In the City of Toronto (formerly the City of North York) being comprised of those parts of Lot 10 in Concession 3, West of Yonge Street, in the geographic Township of North York, designated as **PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10** on Reference Plan 66R-22494, hereinafter being referred to as the "Phase 1 Condominium Lands" and being part of P.I.N. 10235-1364(LT).

TOGETHER WITH an easement in favour of the Phase 1 Condominium Lands over those parts of Lot 10 in Concession 3, West of Yonge Street, in the geographic Township of North York, designated as **PARTS 4 and 5** on Reference Plan 66R-22449 for the purposes as set out in Instrument TB143624.

TOGETHER WITH an easement in favour of the Phase 1 Condominium Lands over that part of Lot 10 in Concession 3, West of Yonge Street, in the geographic Township of North York, designated as **PART3** on Reference Plan 66R-22449 for the purposes as set out in Instrument TB143624.

TOGETHER WITH an easement in favour of the owner(s) of the Phase 1 Condominium Lands over those parts of Lot 10 in Concession 3, West of Yonge Street, in the geographic Township of North York, designated as **PARTS 11, 12, 13, 14 and 15** on Reference Plan 66R-22494, hereinafter being referred to as the "Phase 2 Condominium Lands", for the purpose of installing, maintaining, operating, altering, repairing, replacing and inspecting storm and sanitary sewers, water pipes, water metering facilities, mechanical room, insulation systems, electrical, telephone, television and cable conduits, cables and wires, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection and waste disposal systems and various other services and utilities, together with all appurtenances thereto as may be necessary or convenient from time to time to provide for such services and utilities to any parts of the building situate on the Phase 1 Condominium Lands, including the crossing, penetrating, boring or travelling onto or through any transfer slab, floor slab, ceiling slab, concrete, concrete block or masonry wall or drywall enclosure or other similar installations.

TOGETHER WITH an easement in favour of the owner(s) of the Phase 1 Condominium Lands over the **Phase 2 Condominium Lands** for the purpose of allowing pedestrian and where practical, vehicular ingress and egress and all other acts necessary by the owner(s) of the Phase 1 Condominium Lands including the Phase 1 Condominium Corporation, their agents, contractors or servicemen for the purpose of installing, maintaining, repairing, replacing, servicing and inspecting any part of the building, installations or appurtenances situate on the Phase 1 Condominium Lands, including, to any of the servicing systems (including drainage, storm and sanitary sewers, water, water metering facilities, mechanical room, insulation, electrical, telephone, cable, ventilation, air-conditioning, fire protection, waste disposal and similar systems or utilities) supplying services thereto.

TOGETHER WITH an easement in favour of the owner(s) of the Phase 1 Condominium Lands over the **Phase 2 Condominium Lands** as is sufficient to allow the owner(s) of the Phase 1 Condominium Lands including the Phase 1 Condominium Corporation, their agents, contractors or servicemen to effect the repair, alteration or maintenance of the building contained on the Phase 1 Condominium Lands or to allow the operation of the servicing systems or utilities as from time to time service such building, including the crossing, penetrating, boring or travelling onto or through any transfer slab, floor slab, ceiling slab, concrete, concrete block or masonry wall or drywall enclosure or other similar installations as comprise part of such building and that are necessary to repair, alter, redevelop or maintain such building or services.

TOGETHER WITH an easement in favour of the owner(s) of the Phase 1 Condominium Lands over the **Phase 2 Condominium Lands** as is required for the purposes of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil that support the building, installations and all appurtenances thereto situate on the Phase 1 Condominium Lands.

TOGETHER WITH an easement in favour of the owner(s) of the Phase 1 Condominium Lands over that part of the Phase 2 Condominium Lands designated as **PART 13** on Reference Plan 66R-22494 for the purpose of allowing pedestrian ingress and egress.

DESCRIPTION OF THE LANDS

TOGETHER WITH a temporary easement in favour of the owner(s) of the Phase 1 Condominium Lands over those parts of Lot 10 in Concession 3, West of Yonge Street, in the geographic Township of North York, designated as **PARTS 16, 17 and 18** on Reference Plan 66R-22494 for the purpose of allowing pedestrian and vehicular ingress and egress, until said **PARTS 16, 17 and 18** on Reference Plan 66R-22494 have been dedicated as public highway.

TOGETHER WITH a temporary easement in favour of the owner(s) of the Phase 1 Condominium Lands over those parts of Lot 10, Concession 3, West of Yonge Street, in the geographic Township of North York, designated as **Parts 7 and 9** on Reference Plan 66R-22243 for the purposes as set out in Instrument No. AT1205842.

SUBJECT TO an easement in favour of Rogers Cable Communications Inc. over the **Phase 1 Condominium Lands** for the purposes as set out in Instrument AT923860.

SUBJECT TO an easement in favour of the owners of those parts of Lot 10 in Concession 3, West of Yonge Street, in the geographic Township of North York, designated as **PARTS 1, 2, 3, 4 and 5** on Reference Plan 66R-21689 (being P.I.N. 10235-1363(LT)) over those parts of Phase 1 Condominium Lands designated as **PARTS 7 and 9** on Reference Plan 66R-22494 for the purposes as set out in Instrument AT1200442.

RESERVING an easement in favour of the owner(s) of the Phase 2 Condominium Lands over the **Phase 1 Condominium Lands** for the purpose of installing, maintaining, operating, altering, repairing, replacing and inspecting storm and sanitary sewers, water pipes, water metering facilities, mechanical room, insulation systems, electrical, telephone, television and cable conduits, cables and wires, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection and waste disposal systems and various other services and utilities, together with all appurtenances thereto as may be necessary or convenient from time to time to provide for such services and utilities to any parts of the building now or hereafter situate on the Phase 2 Condominium Lands, including the crossing, penetrating, boring or travelling onto or through any transfer slab, floor slab, ceiling slab, concrete, concrete block or masonry wall or drywall enclosure or other similar installations. This easement is intended to include the right to install additional columns within the common elements of the existing garage structure to facilitate the construction of the Phase 2 Condominium building.

RESERVING an easement in favour of the owner(s) of the Phase 2 Condominium Lands over the **Phase 1 Condominium Lands** for the purpose of allowing pedestrian and where practical, vehicular ingress and egress and all other acts necessary by the owner(s) of the Phase 2 Condominium Lands including their agents, contractors or servicemen for the purpose of installing, maintaining, repairing, replacing, servicing and inspecting any part of the building, installations or appurtenances now or hereafter situate on the Phase 2 Condominium Lands including to any of the servicing systems (including drainage, storm and sanitary sewers, water, water metering facilities, mechanical room, insulation, electrical, telephone, cable, ventilation, air-conditioning, fire protection, waste disposal and similar systems or utilities) supplying services thereto.

RESERVING an easement in favour of the owner(s) of the Phase 2 Condominium Lands over the **Phase 1 Condominium Lands** as is sufficient to allow the owner(s) of the Phase 2 Condominium Lands, including their agents, contractors or servicemen to effect the construction, repair, alteration or maintenance of a building or buildings on the Phase 2 Condominium Lands or to allow the operation of the servicing systems or utilities as from time to time service such building or buildings, including the crossing, penetrating, boring or travelling onto or through any transfer slab, floor slab, ceiling slab, concrete, concrete block or masonry wall or drywall enclosure or other similar installations as comprise part of such building and that are necessary to repair, alter, redevelop or maintain such building or services.

RESERVING an easement in favour of the owner(s) of the Phase 2 Condominium Lands over the **Phase 1 Condominium Lands** as is required for the purposes of providing and maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil that support any building or buildings, installations and all appurtenances thereto situate on the Phase 2 Condominium Lands.

RESERVING an easement in favour of the owner(s) of the Phase 2 Condominium Lands over those parts of the Phase 1 Condominium Lands designated as **PARTS 8, 9 and 10** on Reference Plan 66R-22494 for the purpose of allowing pedestrian and vehicular ingress and egress through the designated driveways and walkways.

SCHEDULE 'A'

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DESCRIPTION OF THE LANDS

RESERVING a temporary easement in favour of the owner(s) of the Phase 2 Condominium Lands over that part of the Phase 1 Condominium Lands designated as **PART 3** on Reference Plan 66R- 22494 for the purpose of allowing pedestrian and vehicular ingress and egress through the designated driveways and walkways until PARTS 16, 17 and 18 on Reference Plan 66R-22494 have been dedicated as public highway.

In exercising their rights to any easement granted in this Schedule A, the party exercising them shall act in a prudent and reasonable manner so as to minimize undue interference occasioned to the other party or parties burdened by such easements and the party exercising them shall repair any damage caused by them to the servient lands. The foregoing is integral for the continuing enjoyment and right to the use and enjoyment by each of the benefiting parties of such easements in this Schedule A.

DESCRIPTION OF THE LANDS

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the described easements will exist in law upon the registration of the Declaration and Description and the Declarant is the registered owner of the property and appurtenant interests.

FOGLER, RUBINOFF LLP, Barristers and Solicitors
and duly authorized representatives of
WESTMOUNT – KEELE LIMITED

August 10, 2006
Dated

per: 
Lou Natale

K:\natale\wpdata\Westmount\sched a legal desc v3 (aug 24).doc

CONSENT

(SCHEDULE B TO DECLARATION)
(subsection 7 (2) (b) of the *Condominium Act, 1998*)

1. We, **BCMP MORTGAGE INVESTMENT CORPORATION**, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Instrument No. AT737951 in the Land Registry Office for the Land Titles Division of Toronto (No. 66), Toronto.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

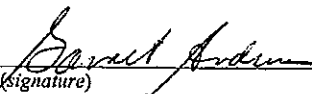
DATED this 19 day of July, 2006.

BCMP MORTGAGE INVESTMENT CORPORATION



(signature)

(print name) **Michel E. Belec**
Director



(signature)

(print name) **GARNET ANDREW**

We have authority to bind the Corporation

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CONSENT

(SCHEDULE B TO DECLARATION)
 (subsection 7 (2) (b) of the *Condominium Act, 1998*)

1. We, **CANADIAN IMPERIAL BANK OF COMMERCE**, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Instrument No. AT889954 in the Land Registry Office for the Land Titles Division of Toronto (No. 66), Toronto.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 13 day of July, 2006.

CANADIAN IMPERIAL BANK OF COMMERCE

(signature)

(print name)

~~I have authority to bind the Corporation~~

Print Name:

ANN MARIE MERRICK
 Asst. General Manager

**WE HAVE AUTHORITY TO
 BIND THE CORPORATION**

33

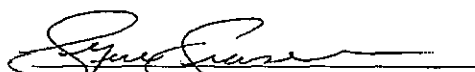
CONSENT

(SCHEDULE B TO DECLARATION)
(subsection 7 (2) (b) of the *Condominium Act, 1998*)

1. We, **I.F. PROPCO HOLDINGS (ONTARIO) 16 LTD.**, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Instrument No. AT737953 in the Land Registry Office for the Land Titles Division of Toronto (No. 66), Toronto.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 18th day of July, 2006.

I.F. PROPCO HOLDINGS (ONTARIO) 16 LTD.


(signature) Eugene Fraser
(print name) Vice-President

I have authority to bind the Corporation

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CONSENT

(SCHEDULE B TO DECLARATION)
(subsection 7 (2) (b) of the *Condominium Act, 1998*)

1. We, **NORTH YORK (KEELE ST.) PURCHASECO INC.**, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Instrument No. AT737955 in the Land Registry Office for the Land Titles Division of Toronto (No. 66), Toronto.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 21 day of July, 2006.

NORTH YORK (KEELE ST.) PURCHASECO INC.



(signature)

(print name)

I have authority to bind the Corporation

SCHEDULE 'C'

35

UNIT BOUNDARIES

Each Residential Unit, Guest Suite Unit, Commercial Unit, Parking Unit, Bicycle/Storage Unit, Shared Unit, Sign Unit and Roof Top Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 8 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Residential Units, Guest Suite Units, Commercial Units, Parking Units, Bicycle/Storage Units, Shared Units, Sign Units and Roof Top Units are the physical surfaces and planes referred to below, are illustrated on Part 1, Sheets 1 to 8 inclusive of the Description and all dimensions shall have reference to them.

Without limiting the generalities of the foregoing, the boundaries of each Unit are as follows:

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**
(Being Units 1 to 29 inclusive on Levels 2 and 6, Units 1 to 26 inclusive and Units 28 and 29 on Levels 3 and 4, Units 1 to 28 inclusive on Levels 5 and 8, Units 1 to 27 inclusive on Levels 7 and 9 and Units 1 to 14 inclusive on Level 10.)
2. **BOUNDARIES OF THE GUEST SUITE UNITS**
(Being Unit 27 on Levels 3 and 4.)
 - a) Each Residential Unit and Guest Suite Unit shall be bounded vertically by one or a combination of:
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
 - iii) The back side face of the drywall sheathing and production thereof.
 - b) Each Residential Unit and Guest Suite Unit shall be bounded horizontally by:
 - i) The back side face of the drywall sheathing and production thereof on all exterior walls or walls separating a unit from the common elements.
 - ii) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.
 - iii) In the vicinity of suspended ceilings, bulkheads, ducts, pipe spaces and columns, the unit boundaries are the back side face of the drywall sheathing enclosing said suspended ceilings, bulkheads, ducts, pipe spaces and structural columns and walls.
3. **BOUNDARIES OF THE COMMERCIAL UNITS**
(Being Units 1 to 34 inclusive on Level 1 and Units 1, 3, 4, 5, 6, 7, 8, 9 and 384 on Level A.)
 - a) The Commercial Units shall be bounded vertically by:
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
 - b) The Commercial Units shall be bounded horizontally by one or a combination of:
 - i) The vertical plane established by measurements.
 - ii) The back side face of the drywall sheathing and production thereof.

SCHEDULE 'C'

36

UNIT BOUNDARIES

- iii) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.
- iv) The surface and plane of the masonry wall or column and/or the production thereof.

4. BOUNDARIES OF THE PARKING UNITS

(Being Units 37 to 98 inclusive on Level 1, Units 30 to 143 inclusive on Level 2, Units 30 to 93 inclusive on Level 3 and Units 11 to 130 inclusive on Level A.)

- a) Each Parking Unit shall be bounded vertically by:
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The plane established 2.00 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor slab.
- b) Each Parking Unit shall be bounded horizontally by one or a combination of:
 - i) The surface and plane of the masonry wall or column and/or the production thereof.
 - ii) The vertical plane established by the line and face of the columns and/or the production thereof.
 - iii) The vertical plane established by the centreline of columns and/or the production thereof
 - iv) The vertical plane established by measurements and perpendicular to the masonry wall.
 - v) The vertical plane established perpendicular to the masonry wall and passing through the centreline of the column and/or the production thereof.
 - vi) The vertical plane established perpendicular distant from and perpendicular to the building or parapet wall.

5. BOUNDARIES OF THE BICYCLE/STORAGE UNITS

(Being Unit 2, Units 131 to 139 inclusive and Units 141 to 380 inclusive on Level A.)

- a) Each Bicycle/Storage Unit shall be bounded vertically by one or a combination of:
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The interior surface and plane of the steel wire mesh and frame.
 - iii) The upper surface and plane of the concrete floor slab and/or the production thereof.
- b) Each Bicycle/Storage Unit shall be bounded horizontally by one or a combination of:
 - i) The surface and plane of the masonry wall or column and/or the production thereof.
 - ii) The back side face and plane of the drywall sheathing and the production thereof.
 - iii) The interior surface and plane of the steel wire mesh and frame.

SCHEDULE 'C'

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UNIT BOUNDARIES

- iv) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.
- 6. BOUNDARIES OF THE SHARED UNITS**
(Being Driveway Unit 105 on Level 1, Transformer Unit 35 on Level 1, Garbage Storage Unit 36 on Level 1, Tunnel Unit 10 on Level A, Party Unit 381 on Level A, Billiards Unit 382 on Level A, Cards Unit 383 on Level A, Aerobic Unit 385 on Level A and Transformer Unit 140 on Level A.)
- a) Each Shared Unit shall be bounded vertically by one or a combination of:
- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
 - iii) The plane established 4.00 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete floor slab.
- b) Each Shared Unit shall be bounded horizontally by one or a combination of:
- i) The vertical plane established by measurements.
 - ii) The surface and plane of the masonry wall and concrete wall or column and/or the production thereof.
 - iii) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.
 - iv) The back side face and plane of the drywall sheathing and the production thereof.
 - v) The vertical plane established by the line and face of the columns and/or the production thereof.
- 7. BOUNDARIES OF THE ROOF TOP UNITS**
(Being Unit 15 on Level 10 and Units 1, 2, 3 and 8 on Level 11.)
- a) Each Roof Top Unit shall not have an upper limit and have a lower limit defined by the upper surface and plane of the concrete floor slab and/or the production thereof.
- b) Each Roof Top Unit shall be limited horizontally by the vertical planes established by measurement and the edge of the parapet walls.
- 8. BOUNDARIES OF THE SIGN UNITS**
(Being Units 99, 100, 101, 102, 103, 104, 106, 107 and 108 on Level 1, Units 16 and 17 on Level 10 and Units 4, 5, 6 and 7 on Level 11.)
- a) Each Sign Unit shall be bounded vertically by one or a combination of:
- i) The horizontal plane established by the top of the parapet wall and/or the production thereof.
 - ii) The horizontal plane established by measurement and perpendicular to the masonry wall.
 - iii) The horizontal plane established by the underside of the parapet wall and/or the production thereof.

SCHEDULE 'C'

38

UNIT BOUNDARIES

- a) The Sign Units shall be bounded horizontally by:
- i) The vertical plane established perpendicularly distant from and parallel to the building or parapet wall.
 - ii) The surface and plane of the masonry wall and concrete wall or column and/or the production thereof.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 8 inclusive of the Description.

August 3, 2006
Dated


ROBERT WIEGENBROKER
Ontario Land Surveyor

SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
A	1	0.0511
A	2	0.0118
A	3	0.3165
A	4	0.0834
A	5	0.0664
A	6	0.4152
A	7	0.4169
A	8	0.5582
A	9	0.3863
A	10	0.0001
A	11	0.0329
A	12	0.0329
A	13	0.0329
A	14	0.0329
A	15	0.0329
A	16	0.0329
A	17	0.0329
A	18	0.0329
A	19	0.0329
A	20	0.0329
A	21	0.0329
A	22	0.0329
A	23	0.0329
A	24	0.0329
A	25	0.0329
A	26	0.0329
A	27	0.0329
A	28	0.0329
A	29	0.0329
A	30	0.0329
A	31	0.0329
A	32	0.0329
A	33	0.0329
A	34	0.0329
A	35	0.0329
A	36	0.0329
A	37	0.0329
A	38	0.0329
A	39	0.0329
A	40	0.0329
A	41	0.0329
A	42	0.0329
A	43	0.0329
A	44	0.0329
A	45	0.0329
A	46	0.0329
A	47	0.0329
A	48	0.0329
A	49	0.0329
A	50	0.0329
A	51	0.0329
A	52	0.0329
A	53	0.0329

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SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
A	54	0.0329
A	55	0.0329
A	56	0.0329
A	57	0.0329
A	58	0.0329
A	59	0.0329
A	60	0.0329
A	61	0.0329
A	62	0.0329
A	63	0.0329
A	64	0.0329
A	65	0.0329
A	66	0.0329
A	67	0.0329
A	68	0.0329
A	69	0.0329
A	70	0.0329
A	71	0.0329
A	72	0.0329
A	73	0.0329
A	74	0.0329
A	75	0.0329
A	76	0.0329
A	77	0.0329
A	78	0.0329
A	79	0.0329
A	80	0.0329
A	81	0.0329
A	82	0.0329
A	83	0.0329
A	84	0.0329
A	85	0.0329
A	86	0.0329
A	87	0.0329
A	88	0.0329
A	89	0.0329
A	90	0.0329
A	91	0.0329
A	92	0.0329
A	93	0.0329
A	94	0.0329
A	95	0.0329
A	96	0.0329
A	97	0.0329
A	98	0.0329
A	99	0.0329
A	100	0.0329
A	101	0.0329
A	102	0.0329
A	103	0.0329
A	104	0.0329
A	105	0.0329
A	106	0.0329

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SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
A	107	0.0329
A	108	0.0329
A	109	0.0329
A	110	0.0329
A	111	0.0329
A	112	0.0329
A	113	0.0329
A	114	0.0329
A	115	0.0329
A	116	0.0329
A	117	0.0329
A	118	0.0329
A	119	0.0329
A	120	0.0329
A	121	0.0329
A	122	0.0329
A	123	0.0329
A	124	0.0329
A	125	0.0329
A	126	0.0329
A	127	0.0329
A	128	0.0329
A	129	0.0329
A	130	0.0329
A	131	0.0118
A	132	0.0118
A	133	0.0118
A	134	0.0118
A	135	0.0118
A	136	0.0118
A	137	0.0118
A	138	0.0118
A	139	0.0118
A	140	0.0001
A	141	0.0118
A	142	0.0118
A	143	0.0118
A	144	0.0118
A	145	0.0118
A	146	0.0118
A	147	0.0118
A	148	0.0118
A	149	0.0118
A	150	0.0118
A	151	0.0118
A	152	0.0118
A	153	0.0118
A	154	0.0118
A	155	0.0118
A	156	0.0118
A	157	0.0118
A	158	0.0118
A	159	0.0118

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SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
A	160	0.0118
A	161	0.0118
A	162	0.0118
A	163	0.0118
A	164	0.0118
A	165	0.0118
A	166	0.0118
A	167	0.0118
A	168	0.0118
A	169	0.0118
A	170	0.0118
A	171	0.0118
A	172	0.0118
A	173	0.0118
A	174	0.0118
A	175	0.0118
A	176	0.0118
A	177	0.0118
A	178	0.0118
A	179	0.0118
A	180	0.0118
A	181	0.0118
A	182	0.0118
A	183	0.0118
A	184	0.0118
A	185	0.0118
A	186	0.0118
A	187	0.0118
A	188	0.0118
A	189	0.0118
A	190	0.0118
A	191	0.0118
A	192	0.0118
A	193	0.0118
A	194	0.0118
A	195	0.0118
A	196	0.0118
A	197	0.0118
A	198	0.0118
A	199	0.0118
A	200	0.0118
A	201	0.0118
A	202	0.0118
A	203	0.0118
A	204	0.0118
A	205	0.0118
A	206	0.0118
A	207	0.0118
A	208	0.0118
A	209	0.0118
A	210	0.0118
A	211	0.0118
A	212	0.0118

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SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
A	213	0.0118
A	214	0.0118
A	215	0.0118
A	216	0.0118
A	217	0.0118
A	218	0.0118
A	219	0.0118
A	220	0.0118
A	221	0.0118
A	222	0.0118
A	223	0.0118
A	224	0.0118
A	225	0.0118
A	226	0.0118
A	227	0.0118
A	228	0.0118
A	229	0.0118
A	230	0.0118
A	231	0.0118
A	232	0.0118
A	233	0.0118
A	234	0.0118
A	235	0.0118
A	236	0.0118
A	237	0.0118
A	238	0.0118
A	239	0.0118
A	240	0.0118
A	241	0.0118
A	242	0.0118
A	243	0.0118
A	244	0.0118
A	245	0.0118
A	246	0.0118
A	247	0.0118
A	248	0.0118
A	249	0.0118
A	250	0.0118
A	251	0.0118
A	252	0.0118
A	253	0.0118
A	254	0.0118
A	255	0.0118
A	256	0.0118
A	257	0.0118
A	258	0.0118
A	259	0.0118
A	260	0.0118
A	261	0.0118
A	262	0.0118
A	263	0.0118
A	264	0.0118
A	265	0.0118

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SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
A	266	0.0118
A	267	0.0118
A	268	0.0118
A	269	0.0118
A	270	0.0118
A	271	0.0118
A	272	0.0118
A	273	0.0118
A	274	0.0118
A	275	0.0118
A	276	0.0118
A	277	0.0118
A	278	0.0118
A	279	0.0118
A	280	0.0118
A	281	0.0118
A	282	0.0118
A	283	0.0118
A	284	0.0118
A	285	0.0118
A	286	0.0118
A	287	0.0118
A	288	0.0118
A	289	0.0118
A	290	0.0118
A	291	0.0118
A	292	0.0118
A	293	0.0118
A	294	0.0118
A	295	0.0118
A	296	0.0118
A	297	0.0118
A	298	0.0118
A	299	0.0118
A	300	0.0118
A	301	0.0118
A	302	0.0118
A	303	0.0118
A	304	0.0118
A	305	0.0118
A	306	0.0118
A	307	0.0118
A	308	0.0118
A	309	0.0118
A	310	0.0118
A	311	0.0118
A	312	0.0118
A	313	0.0118
A	314	0.0118
A	315	0.0118
A	316	0.0118
A	317	0.0118
A	318	0.0118

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SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
A	319	0.0118
A	320	0.0118
A	321	0.0118
A	322	0.0118
A	323	0.0118
A	324	0.0118
A	325	0.0118
A	326	0.0118
A	327	0.0118
A	328	0.0118
A	329	0.0118
A	330	0.0118
A	331	0.0118
A	332	0.0118
A	333	0.0118
A	334	0.0118
A	335	0.0118
A	336	0.0118
A	337	0.0118
A	338	0.0118
A	339	0.0118
A	340	0.0118
A	341	0.0118
A	342	0.0118
A	343	0.0118
A	344	0.0118
A	345	0.0118
A	346	0.0118
A	347	0.0118
A	348	0.0118
A	349	0.0118
A	350	0.0118
A	351	0.0118
A	352	0.0118
A	353	0.0118
A	354	0.0118
A	355	0.0118
A	356	0.0118
A	357	0.0118
A	358	0.0118
A	359	0.0118
A	360	0.0118
A	361	0.0118
A	362	0.0118
A	363	0.0118
A	364	0.0118
A	365	0.0118
A	366	0.0118
A	367	0.0118
A	368	0.0118
A	369	0.0118
A	370	0.0118
A	371	0.0118

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SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
A	372	0.0118
A	373	0.0118
A	374	0.0118
A	375	0.0118
A	376	0.0118
A	377	0.0118
A	378	0.0118
A	379	0.0118
A	380	0.0118
A	381	0.0001
A	382	0.0001
A	383	0.0001
A	384	0.0664
A	385	0.0001
1	1	0.1100
1	2	0.2170
1	3	0.0395
1	4	0.0577
1	5	0.1123
1	6	0.1366
1	7	0.7700
1	8	0.3159
1	9	0.8070
1	10	0.0577
1	11	0.2155
1	12	0.1244
1	13	0.2731
1	14	0.2913
1	15	0.5584
1	16	0.2762
1	17	0.1851
1	18	0.1882
1	19	0.3186
1	20	0.2853
1	21	0.2155
1	22	0.2701
1	23	0.3186
1	24	0.1275
1	25	0.5860
1	26	0.2064
1	27	0.4977
1	28	0.2671
1	29	0.2671
1	30	0.2762
1	31	0.2883
1	32	0.2883
1	33	0.2762
1	34	0.2762
1	35	0.0001
1	36	0.0001
1	37	0.0329
1	38	0.0329

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SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
1	39	0.0329
1	40	0.0329
1	41	0.0329
1	42	0.0329
1	43	0.0329
1	44	0.0329
1	45	0.0329
1	46	0.0329
1	47	0.0329
1	48	0.0329
1	49	0.0329
1	50	0.0329
1	51	0.0329
1	52	0.0329
1	53	0.0329
1	54	0.0329
1	55	0.0329
1	56	0.0329
1	57	0.0329
1	58	0.0329
1	59	0.0329
1	60	0.0329
1	61	0.0329
1	62	0.0329
1	63	0.0329
1	64	0.0329
1	65	0.0329
1	66	0.0329
1	67	0.0329
1	68	0.0329
1	69	0.0329
1	70	0.0329
1	71	0.0329
1	72	0.0329
1	73	0.0329
1	74	0.0329
1	75	0.0329
1	76	0.0329
1	77	0.0329
1	78	0.0329
1	79	0.0329
1	80	0.0329
1	81	0.0329
1	82	0.0329
1	83	0.0329
1	84	0.0329
1	85	0.0329
1	86	0.0329
1	87	0.0329
1	88	0.0329
1	89	0.0329
1	90	0.0329
1	91	0.0329

h8

SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
1	92	0.0329
1	93	0.0329
1	94	0.0329
1	95	0.0329
1	96	0.0329
1	97	0.0329
1	98	0.0329
1	99	0.0001
1	100	0.0001
1	101	0.0001
1	102	0.0001
1	103	0.0001
1	104	0.0001
1	105	0.0001
1	106	0.0001
1	107	0.0001
1	108	0.0001
2	1	0.1847
2	2	0.5518
2	3	0.3511
2	4	0.2462
2	5	0.2462
2	6	0.2462
2	7	0.2462
2	8	0.3238
2	9	0.4515
2	10	0.3283
2	11	0.3283
2	12	0.2462
2	13	0.2462
2	14	0.2462
2	15	0.2462
2	16	0.3876
2	17	0.4629
2	18	0.2773
2	19	0.3694
2	20	0.1847
2	21	0.1847
2	22	0.3694
2	23	0.4241
2	24	0.3922
2	25	0.1847
2	26	0.1847
2	27	0.1847
2	28	0.2773
2	29	0.2773
2	30	0.0329
2	31	0.0329
2	32	0.0329
2	33	0.0329
2	34	0.0329
2	35	0.0329

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SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
2	36	0.0329
2	37	0.0329
2	38	0.0329
2	39	0.0329
2	40	0.0329
2	41	0.0329
2	42	0.0329
2	43	0.0329
2	44	0.0329
2	45	0.0329
2	46	0.0329
2	47	0.0329
2	48	0.0329
2	49	0.0329
2	50	0.0329
2	51	0.0329
2	52	0.0329
2	53	0.0329
2	54	0.0329
2	55	0.0329
2	56	0.0329
2	57	0.0329
2	58	0.0329
2	59	0.0329
2	60	0.0329
2	61	0.0329
2	62	0.0329
2	63	0.0329
2	64	0.0329
2	65	0.0329
2	66	0.0329
2	67	0.0329
2	68	0.0329
2	69	0.0329
2	70	0.0329
2	71	0.0329
2	72	0.0329
2	73	0.0329
2	74	0.0329
2	75	0.0329
2	76	0.0329
2	77	0.0329
2	78	0.0329
2	79	0.0329
2	80	0.0329
2	81	0.0329
2	82	0.0329
2	83	0.0329
2	84	0.0329
2	85	0.0329
2	86	0.0329
2	87	0.0329
2	88	0.0329

SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
2	89	0.0329
2	90	0.0329
2	91	0.0329
2	92	0.0329
2	93	0.0329
2	94	0.0329
2	95	0.0329
2	96	0.0329
2	97	0.0329
2	98	0.0329
2	99	0.0329
2	100	0.0329
2	101	0.0329
2	102	0.0329
2	103	0.0329
2	104	0.0329
2	105	0.0329
2	106	0.0329
2	107	0.0329
2	108	0.0329
2	109	0.0329
2	110	0.0329
2	111	0.0329
2	112	0.0329
2	113	0.0329
2	114	0.0329
2	115	0.0329
2	116	0.0329
2	117	0.0329
2	118	0.0329
2	119	0.0329
2	120	0.0329
2	121	0.0329
2	122	0.0329
2	123	0.0329
2	124	0.0329
2	125	0.0329
2	126	0.0329
2	127	0.0329
2	128	0.0329
2	129	0.0329
2	130	0.0329
2	131	0.0329
2	132	0.0329
2	133	0.0329
2	134	0.0329
2	135	0.0329
2	136	0.0329
2	137	0.0329
2	138	0.0329
2	139	0.0329
2	140	0.0329
2	141	0.0329

51

SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
2	142	0.0329
2	143	0.0329
3	1	0.1847
3	2	0.5518
3	3	0.3511
3	4	0.2462
3	5	0.2462
3	6	0.2462
3	7	0.2462
3	8	0.3238
3	9	0.4515
3	10	0.3283
3	11	0.3283
3	12	0.2462
3	13	0.2462
3	14	0.2462
3	15	0.2462
3	16	0.3876
3	17	0.4629
3	18	0.2773
3	19	0.3694
3	20	0.1847
3	21	0.1847
3	22	0.3694
3	23	0.4241
3	24	0.3922
3	25	0.1847
3	26	0.1847
3	27	0.0001
3	28	0.2773
3	29	0.2773
3	30	0.0329
3	31	0.0329
3	32	0.0329
3	33	0.0329
3	34	0.0329
3	35	0.0329
3	36	0.0329
3	37	0.0329
3	38	0.0329
3	39	0.0329
3	40	0.0329
3	41	0.0329
3	42	0.0329
3	43	0.0329
3	44	0.0329
3	45	0.0329
3	46	0.0329
3	47	0.0329
3	48	0.0329
3	49	0.0329
3	50	0.0329

52

SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
3	51	0.0329
3	52	0.0329
3	53	0.0329
3	54	0.0329
3	55	0.0329
3	56	0.0329
3	57	0.0329
3	58	0.0329
3	59	0.0329
3	60	0.0329
3	61	0.0329
3	62	0.0329
3	63	0.0329
3	64	0.0329
3	65	0.0329
3	66	0.0329
3	67	0.0329
3	68	0.0329
3	69	0.0329
3	70	0.0329
3	71	0.0329
3	72	0.0329
3	73	0.0329
3	74	0.0329
3	75	0.0329
3	76	0.0329
3	77	0.0329
3	78	0.0329
3	79	0.0329
3	80	0.0329
3	81	0.0329
3	82	0.0329
3	83	0.0329
3	84	0.0329
3	85	0.0329
3	86	0.0329
3	87	0.0329
3	88	0.0329
3	89	0.0329
3	90	0.0329
3	91	0.0329
3	92	0.0329
3	93	0.0329
4	1	0.1847
4	2	0.5518
4	3	0.3511
4	4	0.2462
4	5	0.2462
4	6	0.2462
4	7	0.2462
4	8	0.3238
4	9	0.4515

53

SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
4	10	0.3283
4	11	0.3283
4	12	0.2462
4	13	0.2462
4	14	0.2462
4	15	0.2462
4	16	0.3876
4	17	0.4629
4	18	0.2773
4	19	0.3694
4	20	0.1847
4	21	0.1847
4	22	0.3694
4	23	0.4241
4	24	0.3922
4	25	0.1847
4	26	0.1847
4	27	0.0001
4	28	0.2773
4	29	0.2773
5	1	0.1847
5	2	0.5518
5	3	0.3511
5	4	0.2462
5	5	0.2462
5	6	0.2462
5	7	0.2462
5	8	0.3238
5	9	0.4515
5	10	0.3283
5	11	0.3283
5	12	0.2462
5	13	0.2462
5	14	0.2462
5	15	0.6339
5	16	0.4629
5	17	0.2773
5	18	0.3694
5	19	0.1847
5	20	0.1847
5	21	0.3694
5	22	0.4241
5	23	0.3922
5	24	0.1847
5	25	0.1847
5	26	0.1847
5	27	0.2773
5	28	0.2773
6	1	0.1847
6	2	0.5518
6	3	0.3511

SCHEDULE D

54

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
6	4	0.2462
6	5	0.2462
6	6	0.2462
6	7	0.2462
6	8	0.3238
6	9	0.4515
6	10	0.3283
6	11	0.3283
6	12	0.2462
6	13	0.2462
6	14	0.2462
6	15	0.2462
6	16	0.3876
6	17	0.4629
6	18	0.2773
6	19	0.3694
6	20	0.1847
6	21	0.1847
6	22	0.3694
6	23	0.4241
6	24	0.3922
6	25	0.1847
6	26	0.1847
6	27	0.1847
6	28	0.2773
6	29	0.2773
7	1	0.1847
7	2	0.5518
7	3	0.3511
7	4	0.2462
7	5	0.2462
7	6	0.2462
7	7	0.2462
7	8	0.3238
7	9	0.4515
7	10	0.3283
7	11	0.3283
7	12	0.2462
7	13	0.2462
7	14	0.2462
7	15	0.2462
7	16	0.3876
7	17	0.4629
7	18	0.2773
7	19	0.3694
7	20	0.3694
7	21	0.3694
7	22	0.4241
7	23	0.3922
7	24	0.1847
7	25	0.3694
7	26	0.2773

SCHEDULE D

55

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
7	27	0.2773
8	1	0.1847
8	2	0.5518
8	3	0.3511
8	4	0.2462
8	5	0.2462
8	6	0.2462
8	7	0.2462
8	8	0.3238
8	9	0.4515
8	10	0.3283
8	11	0.3283
8	12	0.2462
8	13	0.2462
8	14	0.2462
8	15	0.6339
8	16	0.4629
8	17	0.2773
8	18	0.3694
8	19	0.1847
8	20	0.1847
8	21	0.3694
8	22	0.4241
8	23	0.3922
8	24	0.1847
8	25	0.1847
8	26	0.1847
8	27	0.2773
8	28	0.2773
9	1	0.1847
9	2	0.5518
9	3	0.3511
9	4	0.2462
9	5	0.2462
9	6	0.2462
9	7	0.2462
9	8	0.7752
9	9	0.3283
9	10	0.3283
9	11	0.2462
9	12	0.2462
9	13	0.2462
9	14	0.6339
9	15	0.4629
9	16	0.2773
9	17	0.3694
9	18	0.1847
9	19	0.1847
9	20	0.3694
9	21	0.4241
9	22	0.3922

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SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
9	23	0.1847
9	24	0.1847
9	25	0.1847
9	26	0.2773
9	27	0.2773
10	1	0.1847
10	2	0.5518
10	3	0.4629
10	4	0.2773
10	5	0.3694
10	6	0.3694
10	7	0.3694
10	8	0.4241
10	9	0.3922
10	10	0.1847
10	11	0.1847
10	12	0.1847
10	13	0.2773
10	14	0.2773
10	15	0.0001
10	16	0.0001
10	17	0.0001
11	1	0.0001
11	2	0.0001
11	3	0.0001
11	4	0.0001
11	5	0.0001
11	6	0.0001
11	7	0.0001
11	8	0.0001
	TOTAL	100.0000 /

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) insurance premiums;
 - (ii) water and sewage and electricity respecting Common Elements;
 - (iii) waste disposal and garbage collection;
 - (iv) maintenance materials, tools and supplies;
 - (v) snow removal for Common Elements and Parking Units and landscaping;
 - (vi) fuel, including gas, oil and hydro electricity unless metered separately for each Unit; and
 - (vii) the Shared Facilities Agreement.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.
- (k) all sums required to fulfill the obligations of the Shared Facilities Agreement.

SCHEDULE 'F'

58

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

Subject to the provisions of the Declaration, the By-laws and Rules of the Corporation and the right of entry in favour of the Corporation thereto and thereon for purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas appurtenant thereto:

- a) The owner(s) of Residential Units 1 to 7 inclusive and 18 to 29 inclusive on Level 2 and Unit 2 on Level 10 shall each have exclusive use of that portion of the common elements to which their Unit provides sole and direct access, that is designated as **Terrace** and is illustrated on Part 1, Sheets 2 and 6 of the Description.
- b) The owner(s) of Residential Units 1 to 14 inclusive on Level 10 shall each have exclusive use of that portion of the common elements to which their Unit provides sole and direct access, that is designated as **Balcony** and is illustrated on Part 1, Sheet 6 of the Description.
- c) The owner(s) of Commercial Units 1 to 34 inclusive on Level 1 shall have shared exclusive use, in common with each other, over those portions of the common elements that are designated as **C1 and C2** and are illustrated on Part 2, Sheet 1 of the Description.

Notwithstanding the foregoing, any fixture, outlet, sign, apparatus or structure located within the limits of any exclusive use portion of the common elements shall not form part thereof.

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Condominium Act, 1998

SCHEDULE "G"

59

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE "G" TO DECLARATION FOR A STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)**

(under clause 8 (1) (e) of the *Condominium Act, 1998*)

I certify that: Westmount Condominium Phase 1

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place

OR

 There are no underground garages.
5. All elevating devices as redefined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

 There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place

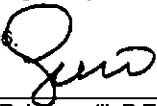
OR

 There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place.
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

 There are no indoor and outdoor swimming pools.
11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 6th day of June, 2006.


Name: R. Varacalli, B.E.S., B.Arch. MOAA, MRAIC
Title: Partner
Burka Varacalli Architects

TAB 2D

ALTERATIONS AGREEMENT
(Telecommunications Equipment)

THIS AGREEMENT MADE in duplicate the ____ day of _____, 2020.

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1786
(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

**MNP LTD., in its capacity as court-appointed Receiver of the real property and all other property,
assets and undertakings of Keele Medical Properties Ltd.**
(hereinafter called the "Receiver")

OF THE SECOND PART

WHEREAS:

- A. MNP Ltd. was appointed as Receiver of the real property and all other property, assets and undertakings of Keele Medical Properties Ltd. (the "Owner") by the order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice [Commercial List] (the "Court") dated March 19, 2019
- B. The Corporation is charged with the duty under the Act (defined below) to control, manage and administer the property and the common elements of the Corporation;
- C. The Owner owns certain condominium units, identified as Unit 15, Level 10; Units 1, 2, 3 and 8, Level 11, TSCP 1786 (the "Roof Top Units");
- D. The Roof Top Units shall be used only for the purposes of telecommunications services or facilities, which use may include the installation, operation, maintenance and repair of such equipment, devices and trade fixtures necessary to provide telecommunications services, which installations, and related wires, cables and cable conduits may abut, encroach, attach to, alter, and/or impact, directly or indirectly, the common elements and other units within the Corporation;
- E. Equipment, devices and trade fixtures currently installed extend beyond the boundaries of the Roof Top Units and represent an alteration to the common elements of the Corporation
- F. It is acknowledged that the Roof Top Units shall not be used by the Owner or anyone else, in a manner that might cause injury to persons or cause damage to property, including the common elements and assets of the Corporation and other units within the Corporation, and accordingly, it is the intention of the parties hereto to limit the extent, height, and weight of such equipment, devices, fixtures, wires, cables and cable conduit to that reflected in the current Alteration.;
- G. The Owner had applied to the Corporation to ratify and approve additions, alterations, improvements or other changes made to the common elements in relation to the use and operation of the Roof Top Units as more specifically set out in Schedule "A" attached hereto and forming part of this Agreement (hereinafter called the "Alteration") and the Receiver has deposited with the Corporation the sum of \$750.00 to indemnify the Corporation from any costs incurred in entering into this Agreement and having same registered on title to the Roof Top Units;
- H. It is expected that the estimated cost of the Alteration will be no greater than 1% of the annual budgeted common expenses for the current fiscal year;
- I. The Board has, by resolution, and subject to the execution, delivery and registration on title to the Roof Top Units of this Agreement, approved the Alteration in accordance with Section 98 of the Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein and such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The recitals form part of the Agreement.
2. The parties hereto acknowledge and agree that any reference to "Owner" made hereinafter, shall be interpreted to mean, as applicable, the "Receiver on behalf of the Owner" or any successor in title to the Units that is a Permitted Assignee hereunder (as defined below). For greater certainty, in the event the Receiver sells, transfers or conveys title to the Units to more than one Permitted Assignee, each such Permitted Assignee shall be deemed to be an "Owner" hereunder, subject to any express limitations related thereto set out herein.

3. In this Agreement, the terms used herein shall have the same meaning in the Act (defined below) unless otherwise specified:
- (a) "Act" shall mean the *Condominium Act, 1998, S.O. 1998, c.19*, the regulations thereunder and any amendments thereto;
 - (b) "Agreement" shall mean this agreement together with the schedules hereto and amendments thereto as made in accordance with the terms of this Agreement;
 - (c) "Alteration" shall have the meaning set out in the recitals above;
 - (d) "Board" shall mean the Board of Directors of the Corporation; and
 - (e) "Roof Top Units" shall mean Unit 15, Level 10; Units 1, 2, 3 and 8, Level 11, as illustrated on Part 1, Sheet 6, Toronto Standard Condominium Plan No.1786, attached, in part, as Schedule "B".
4. The Owner covenants and agrees:
- (a) that this Agreement shall not be construed so as to sanction any further or other additions, alterations, improvements or other changes to the common elements;
 - (b) that all work pertaining to the Alteration shall be done in a good and workmanlike manner in accordance with all applicable laws, regulations and by-laws;
 - (c) to, at all times, professionally maintain, repair and/or replace the Alteration and any common elements impacted by the maintenance, repair and replacement of the Alteration at the sole expense of the Owner;
 - (d) that the Corporation is hereby authorized to, upon the failure or refusal of the Owner to maintain, repair and/or replace the Alteration or fulfil the obligations under this Agreement within ten (10) days after receiving written notice or such other reasonable notice as may be required given the nature of the repairs, cause the professional maintenance, repair and/or replacement of the Alteration, all at the sole expense of the Owner and the Owner shall be deemed to have consented to the work done by the Corporation and the cost of such work shall be added to the Owner's contribution to common expenses and payment of the same shall be enforceable pursuant to all remedies available to the Corporation including those under the Act;
 - (e) that, in the event that a mechanic's or construction lien is registered against the Unit and/or common elements of the Corporation as a result of the Alteration made by the Owner, the Owner shall immediately remove the lien, failing which the Corporation may, in its sole discretion, seek to vacate or discharge the lien and any related registrations such as a certificate of action by paying the amount claimed under the lien into court and such other or further amounts required by law, or by any other method, and such payment and all other costs incurred by the Corporation, and associated with the lien, including reasonable lawyer's fees, disbursements, and any other costs, shall be borne solely by the Owner and shall be added to the common expenses payable for the Unit;
 - (f) that in the event the Owner fails to observe or perform the covenants herein contained, the Corporation is authorized to remove the Alteration and, if considered in the interest of the Corporation acting reasonably, to restore the Unit and the common elements to their original condition, all at the sole expense of the Owner and the Owner shall be deemed to have consented to the work done by the Corporation and the cost of such work shall be added to the Owner's contribution to common expenses and payment of the same shall be enforceable pursuant to all remedies available to the Corporation including those under the Act;
 - (g) that the Owner shall obtain and maintain at all times in good standing comprehensive liability insurance at its own expense, in respect of the Alteration for an amount of not less than five million dollars (\$5,000,000.00), naming the Corporation as a co-insured in respect of all matters involving the Alteration, which shall provide protection against claims for personal injury, death, property damage or loss for which either the Corporation or the Owner might be held responsible. The Owner further agrees, upon request, to provide the Corporation with a certificate of insurance with respect to such policy, which shall include an undertaking that the insurer will provide the Corporation with at least ten (10) days prior written notice of cancellation, or of any material change in the provisions of any such policy. Notwithstanding the foregoing, it is expressly agreed that the Receiver shall not be obligated to obtain the foregoing insurance, provided that any Permitted Assignee hereof shall be required, within 30 days of the assignment of this Agreement, to obtain the foregoing insurance;
 - (h) that reference to this Agreement, or any related approval pursuant to this Agreement, whether registered or not, may be made by the Corporation in any Status Certificate issued by the Corporation pertaining to the Unit and that a copy of this Agreement may be provided together with such Status Certificate. The Owner shall give notice of this Agreement to any potential purchaser upon entering into an Agreement of Purchase and Sale for the Unit;
 - (i) that in the event that the Alteration, or a portion of it, must be removed in order to allow the

Corporation to maintain, repair and/or replace any part of the common elements or the Unit, the responsibility for which is placed on the Corporation, the Owner shall ensure that such removal is carried out within a reasonable period of time, which period of time shall be determined by the Corporation, failing which the Corporation shall be entitled to do so at the sole expense of the Owner and the Owner shall be deemed to have consented to the work done by the Corporation and the cost of such work shall be added to the Owner's contribution to common expenses and payment of the same shall be enforceable using all remedies available to the Corporation including those under the Act. The Corporation shall not be liable for any loss, costs, claims, damages or expenses relating directly or indirectly to the removal of the Alteration, save and except as caused by negligent act or omission by the Corporation or someone for whom the Corporation is responsible in law. Subject to permission being obtained from the Corporation, which permission shall not be unreasonably withheld, if the Owner elects to reinstall the Alteration, the Owner agrees to be solely responsible for such reinstallation and all costs associated therewith, and the Corporation shall have no responsibility for same and shall be held harmless and indemnified by the Owner. Any reinstallation contemplated herein shall be in strict accordance with the Alteration as originally approved by the Board or, should the Owner wish to change the Alteration, as otherwise approved and agreed to in writing by the Board. The Owner shall reapply to the Corporation for its permission to amend the Alteration and if required by the Board, enter into a new agreement pursuant to Section 98 of the Act on such terms and conditions as may be specified by the Board, at the sole cost of the Owner;

- (j) that the Corporation shall be entitled, but not obligated, to inspect the Alteration in the future, from time to time, and the Owner shall provide access to the Unit to enable such inspection to be made at any reasonable time and on reasonable notice, and such entry and inspection shall be deemed the performance of the objects and duties of the Corporation pursuant to the Act;
 - (k) that by signing this Agreement, the Owner acknowledges having read, understood and agreed to the terms and provisions contained herein, and of having been afforded the opportunity to review this document with legal counsel at the Owner's expense;
 - (l) that the Corporation shall register this Agreement against the title of the Unit and the Owner hereby agrees to do all things necessary to ensure the registration of this Agreement against title of the Unit;
 - (m) that any and all costs, charges, damages or expenses, including reasonable legal costs and disbursements and court-awarded legal costs, incurred by the Corporation, together with any interest thereon, whether with respect to the approval, preparation and registration of this Agreement, the failure of the Owner to comply with the terms of this Agreement and the steps taken to enforce same, the insuring, repairing, maintaining and/or replacing of the Alteration, or with respect to any other costs incurred by the Corporation as a result of entering into this Agreement whether expressly stated herein or not, shall be paid by the Owner within twenty (20) days of being billed for same, and the
 - (n) Owner agrees that such costs shall be deemed to be common expenses attributable to Unit, and shall be recoverable by the Corporation as such; and
 - (o) that at all times and subject to this Agreement and the Act, the Alteration remains the property and the sole responsibility of the Owner.
5. The Owner hereby charges the Unit as security for the Owner's obligations herein and agrees that, at the expense of the Owner, this Agreement or notice or evidence thereof, shall be registered against the title to the Unit.
 6. Any waiver by the Corporation or the Board or any of their agents of any breach of any term, covenant or condition herein contained shall not constitute a waiver of any other breach of this Agreement or any other term, covenant or condition under this Agreement. Any amendment to this Agreement shall be made in writing and by resolution of the Board.
 7. The Owner agrees to indemnify and save harmless the Corporation, its officers, the Board and its members, either jointly or individually, the property manager or any of the servants, agents or employees of any of the foregoing, jointly or individually, from any loss, liability, damages or claims that might arise against them or any of them for any reason with respect to the Alteration. The Owner hereby releases the Corporation and its agents from any and all actions, claims and demands for damages, loss or injury, howsoever arising, which may hereafter be sustained by anyone against the Corporation in consequence of the Alteration.
 8. The Owner consents to the registration of this Agreement against title to the Unit, and the parties hereby acknowledge that the provisions of this Agreement shall run with the real property benefited and burdened thereby, specifically the Unit, and except as may otherwise be provided herein shall enure to the benefit and be binding upon the heirs, executors, administrators, successors and assigns of each party hereto.
 9. Each of the provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of such provisions and, similarly, the invalidity or enforceability in whole or in part of any part of any provision shall not be deemed to impair

or affect in any manner the validity, enforceability or effect of the remainder of such provision.

10. The provisions of this Agreement shall enure to the benefit and be binding upon the heirs, executors, administrators, successors and assigns of each party hereto, provided always that this Agreement shall be assignable by the Owner without the consent of the Corporation.
11. This Agreement shall be read with all changes in gender as the context shall require.
12. The obligations under this Agreement shall bind all the successors and assigns of the Owner.
13. Notwithstanding anything to the contrary herein, in the event that this Agreement is not assigned by the Receiver prior to the effective date of the Receiver's discharge pursuant to an order of the Court, this agreement shall, on the date of the Receiver's discharge, be null and void, and all obligations of the Parties hereunder shall cease, without recourse by any Party against the other Party. This Agreement may be executed in several counterparts with the same effect as if all parties hereto had signed the same document, and such counterparts together shall constitute one and the same original agreement. The Agreement may be provided by way of facsimile transmission and an executed facsimile transmission shall be deemed and be treated for all purposes as if originally signed by the parties thereto.

[EXECUTIONS ON SEPARATE PAGE]

IN WITNESS WHEREOF the parties hereto have executed these presents on the date first hereinabove written.

Witness

Toronto Standard Condominium Corporation No. 1786
Per:

Name:

Name:

I/We have the authority to bind the Corporation

Toronto
Standard
Condominium
Corporation
No. 1786
Per:

**MNP LTD., in its capacity as court-appointed
Receiver of the real property and all other
property, assets and undertakings of Keele
Medical Properties Ltd. and not in its personal or
corporate capacities.**

Per:

Witness

Name:

Name:

, Vice
President

,
President


Name:

I have the authority to bind the Corporation


,
Secretary

I/We have the
authority to
bind the
Corporation


SCHEDULE "A"



PROJECT TYPE: 600 MHZ / 5G UPGRADE
 PROJECT SITE No.: OTR0823
 SITE NAME: 2737 KEELE STREET
 ADDRESS: 2737 KEELE STREET, NORTH YORK, ON
 JURISDICTION: TORONTO



KEY PLAN



REVISIONS		DATE	BY
01	ISSUED FOR PERMIT	11/20/20	AKC
02	REVISED PER COMMENTS	12/01/20	AKC
03	REVISED PER COMMENTS	12/01/20	AKC
04	REVISED PER COMMENTS	12/01/20	AKC
05	REVISED PER COMMENTS	12/01/20	AKC
06	REVISED PER COMMENTS	12/01/20	AKC
07	REVISED PER COMMENTS	12/01/20	AKC
08	REVISED PER COMMENTS	12/01/20	AKC
09	REVISED PER COMMENTS	12/01/20	AKC
10	REVISED PER COMMENTS	12/01/20	AKC
11	REVISED PER COMMENTS	12/01/20	AKC
12	REVISED PER COMMENTS	12/01/20	AKC
13	REVISED PER COMMENTS	12/01/20	AKC
14	REVISED PER COMMENTS	12/01/20	AKC
15	REVISED PER COMMENTS	12/01/20	AKC
16	REVISED PER COMMENTS	12/01/20	AKC
17	REVISED PER COMMENTS	12/01/20	AKC
18	REVISED PER COMMENTS	12/01/20	AKC
19	REVISED PER COMMENTS	12/01/20	AKC
20	REVISED PER COMMENTS	12/01/20	AKC









NOTES

1. CONTRACTOR TO VERIFY EXISTING CONDITIONS AND DIMENSIONS ON SITE PRIOR TO FUNDING. NOTIFY THE ENGINEER IMMEDIATELY IN WRITING OF ANY DISCREPANCIES, OMISSIONS OR INADEQUACIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.




ENGINEERING INC.


17 BRUNET STREET
 CHICAGO, IL
 TEL: 847 433 8800
 WWW.ENRINC.COM


LEGEND - GENERAL SYMBOLS

	NORTH ARROW UPPER RIGHT LOWER LEFT
	DRAWING NAME
	DRAWING FILE
	DRAWING NUMBER
	DRAWING SHEET
	SECTION
	PARTIAL DETAIL
	REMAIN TO BE DONE

LEGEND - EQUIPMENT SYMBOLS

	ANTENNA
	NON-POLARIZED OMNI ANTENNA
	POLARIZED ANTENNA





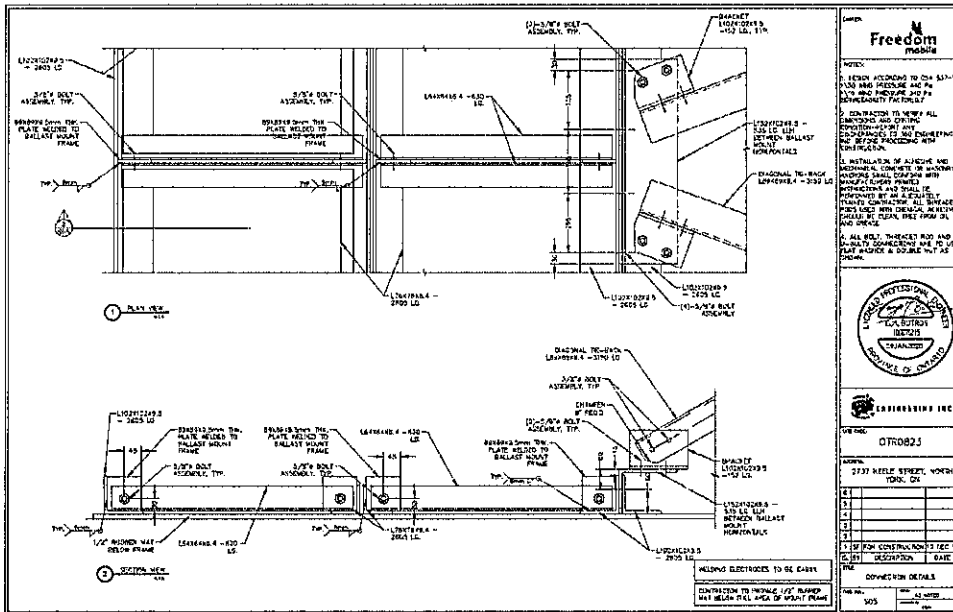
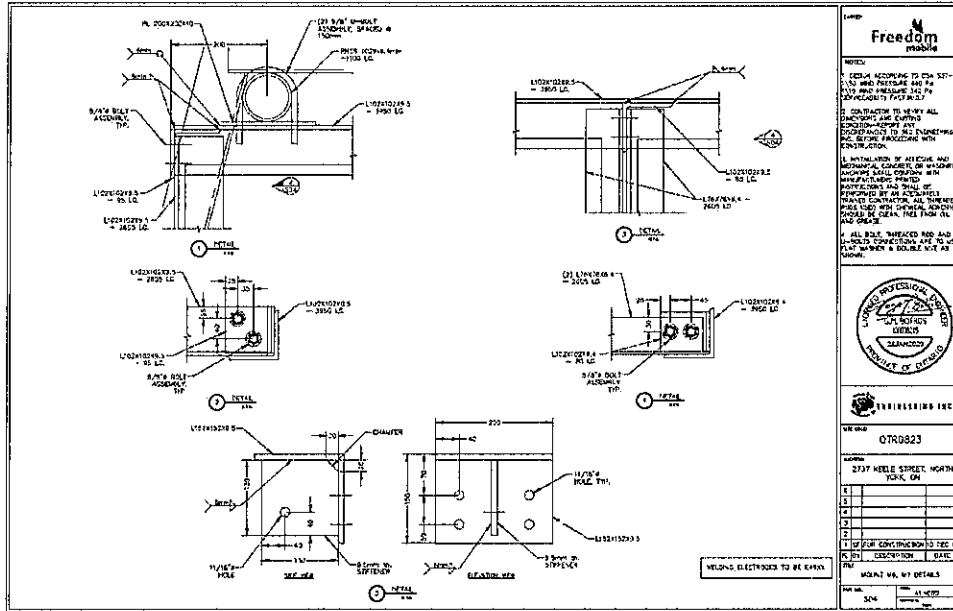
ENGINEERING INC.

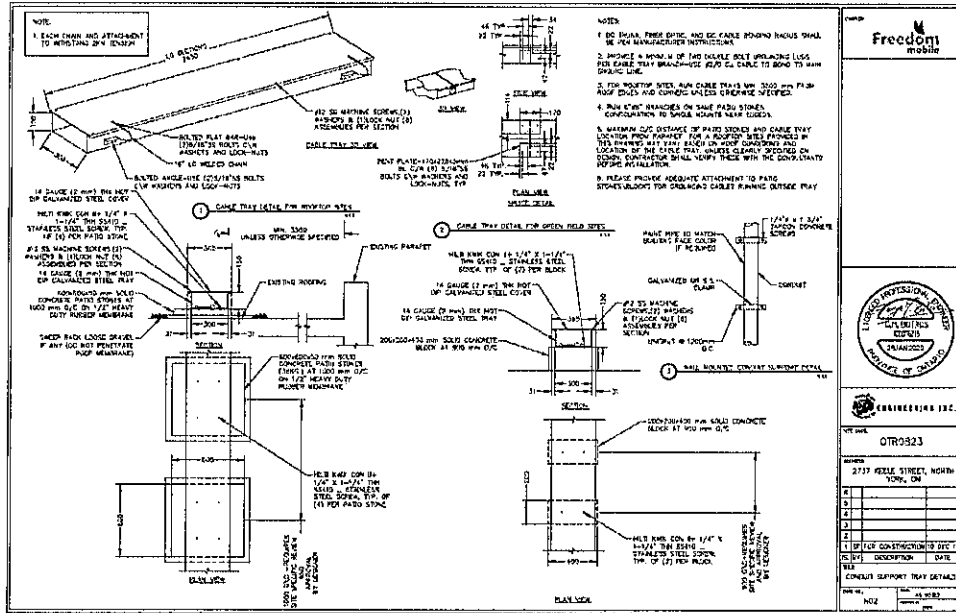
PROJECT NO: OTR0823

ADDRESS: 2737 KEELE STREET, NORTH YORK, ON

NO.	DATE	REVISION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

DATE: 12/01/20
 DRAWN BY: AKC
 CHECKED BY: AKC





Freedom mobile

PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

ENGINEER'S J.S.C.

PROJECT NO. OTR0323

2717 KEELE STREET, NORTH YONK, ON

1	DATE	
2	DESCRIPTION	
3	DATE	
4	DATE	
5	DATE	
6	DATE	
7	DATE	
8	DATE	
9	DATE	
10	DATE	

CONCRETE SUPPORT TRAY DETAILS

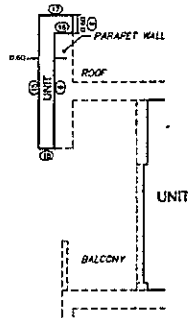
NO. 1

DESCRIPTION OF ALTERATION

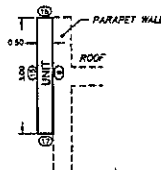
SCHEDULE "B"

**Roof Top Units' Boundaries
(Part of Part 1, Sheet 6, TSCP 1786)
See Pages 13 and 14**

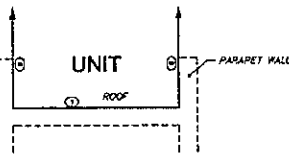
REPRESENTATIVE VERTICAL SECTION TO ILLUSTRATE BOUNDARIES OF UNITS 1 TO 28 INCLUSIVE, LEVEL 6, UNITS 1 TO 27 INCLUSIVE, LEVEL 7, UNITS 1 TO 28 INCLUSIVE, LEVEL 8, UNITS 1 TO 27 INCLUSIVE, LEVEL 9, UNITS 1 TO 14 INCLUSIVE, LEVEL 10 (NOT TO SCALE)



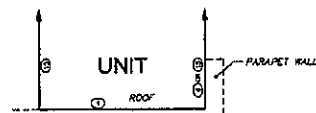
REPRESENTATIVE VERTICAL SECTION TO ILLUSTRATE BOUNDARIES OF UNIT 5, LEVEL 11 (NOT TO SCALE)



REPRESENTATIVE VERTICAL SECTION TO ILLUSTRATE BOUNDARIES OF UNITS 16 AND 17, LEVEL 10 AND UNITS 4, 6 AND 7, LEVEL 11 (NOT TO SCALE)



REPRESENTATIVE VERTICAL SECTION TO ILLUSTRATE BOUNDARIES OF UNIT 15, LEVEL 10 AND UNITS 1 AND 3, LEVEL 11 (NOT TO SCALE)



REPRESENTATIVE VERTICAL SECTION TO ILLUSTRATE BOUNDARIES OF UNITS 2 AND 8, LEVEL 11 (NOT TO SCALE)

METRIC : DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

NOTES AND LEGEND

BEARINGS SHOWN HEREON ARE GRID AND ARE REFERRED TO THE ONTARIO COORDINATE SYSTEM, ZONE 10, CENTRAL MERIDIAN 79°30' WEST LONGITUDE.

HCM 020720448
N: 4842608.460
E: 306233.825

HCM 020844004
N: 4842608.233
E: 306233.234

DISTANCES SHOWN HEREON ARE GRID AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A CORRECTED SCALE FACTOR OF 0.9998715. ALL BEARINGS AND DISTANCES ARE IN ACCORDANCE WITH PLAN 66R-22424 WHERE APPLICABLE.

- DENOTES CONDOMINIUM BOUNDARY
- DENOTES BOUNDARIES OF UNITS AND THE COMMON ELEMENTS
- DENOTES FACE OF STRUCTURE
- E. DENOTES GEODEIC ELEVATION
- UP DENOTES STAIRS UP
- DN DENOTES STAIRS DOWN
- G.C. DENOTES GARBAGE CHUTE
- F.C. DENOTES FIRE HOSE CABINET
- ELEV DENOTES ELEVATOR
- W.Y.S. DENOTES WEST OF YONGE STREET
- N.P. DENOTES NOT PART OF THIS CONDOMINIUM
- X-X DENOTES SEE SECTION 'X-X'
- ↑ DENOTES NO UPPER LIMITATIONS
- ↓ DENOTES NO LOWER LIMITATIONS

UNIT BOUNDARY DEFINITIONS

BOUNDARIES CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, THE FLOORS, CEILINGS AND CONDOMINIUM BOUNDARIES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE 'C' OF THE DECLARATION. AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS.

- ① DENOTES THE UPPER SURFACE AND PLANE OF THE CONCRETE FLOOR SLAB AND/OR THE PRODUCTION THEREOF
- ② DENOTES THE VERTICAL PLANE ESTABLISHED BY MEASUREMENTS
- ③ DENOTES THE BACK SIDE FACE OF DRYWALL SHEATHING AND PRODUCTION THEREOF
- ④ DENOTES THE UNFINISHED UNIT SIDE SURFACE AND PLANE OF THE EXTERIOR DOORS AND WINDOWS (SAID DOORS AND WINDOWS BEING IN A CLOSED POSITION), DOOR AND WINDOW FRAMES AND THE UNIT SIDE SURFACE OF ANY GLASS OR ACRYLIC PANELS LOCATED THEREIN
- ⑤ DENOTES THE PLANE ESTABLISHED 2.00 METRES PERPENDICULARLY DISTANT ABOVE AND PARALLEL TO THE UPPER FINISHED SURFACE OF THE CONCRETE FLOOR SLAB
- ⑥ DENOTES THE SURFACE AND PLANE OF THE MASONRY WALL OR COLUMN AND/OR THE PRODUCTION THEREOF
- ⑦ DENOTES THE VERTICAL PLANE ESTABLISHED BY THE LINE AND FACE OF THE COLLARS AND/OR THE PRODUCTION THEREOF
- ⑧ DENOTES THE VERTICAL PLANE ESTABLISHED BY THE CENTRELING OF COLUMNS AND/OR THE PRODUCTION THEREOF
- ⑨ DENOTES THE LOWER SURFACE AND PLANE OF THE CONCRETE CEILING SLAB AND/OR THE PRODUCTION THEREOF
- ⑩ DENOTES THE VERTICAL PLANE ESTABLISHED BY MEASUREMENTS AND PERPENDICULAR TO THE MASONRY WALL
- ⑪ DENOTES THE VERTICAL PLANE ESTABLISHED PERPENDICULAR TO THE MASONRY WALL AND PASSING THROUGH THE CENTRELING OF THE COLUMN AND/OR THE PRODUCTION THEREOF
- ⑫ DENOTES THE INTERIOR SURFACE AND PLANE OF THE STEEL WIRE MESH AND FRAME
- ⑬ DENOTES THE HORIZONTAL PLANE ESTABLISHED BY GEODEIC ELEVATION
- ⑭ DENOTES THE VERTICAL PLANE ESTABLISHED BY THE FACE OF THE CONCRETE COLUMN AND PERPENDICULAR TO THE MASONRY WALL
- ⑮ DENOTES THE VERTICAL PLANE ESTABLISHED PERPENDICULARLY DISTANT FROM AND PARALLEL TO THE BUILDING OR PARAPET WALL
- ⑯ DENOTES THE HORIZONTAL PLANE ESTABLISHED BY THE TOP OF THE PARAPET WALL AND/OR THE PRODUCTION THEREOF
- ⑰ DENOTES THE HORIZONTAL PLANE ESTABLISHED BY MEASUREMENT AND PERPENDICULAR TO THE MASONRY WALL
- ⑱ DENOTES THE HORIZONTAL PLANE ESTABLISHED BY THE UNDERSIDE OF THE PARAPET WALL AND/OR THE PRODUCTION THEREOF
- ⑲ DENOTES THE FINISHED INTERIOR SURFACE AND PLANE OF THE DOORS AND WINDOWS (SAID DOORS AND WINDOWS BEING IN A CLOSED POSITION), DOOR AND WINDOW FRAMES AND THE INTERIOR SURFACE OF ANY GLASS OR ACRYLIC PANELS LOCATED THEREIN
- ⑳ DENOTES THE FINISHED SURFACE OF DRYWALL SHEATHING AND PRODUCTION THEREOF
- ㉑ DENOTES THE LOWER FINISHED SURFACE AND PLANE OF THE SUSPENDED CEILING AND/OR THE PRODUCTION THEREOF
- ㉒ DENOTES THE PLANE ESTABLISHED 4.00 METRES PERPENDICULARLY DISTANT ABOVE AND PARALLEL TO THE UPPER FINISHED SURFACE OF THE CONCRETE PAD
- ㉓ DENOTES THE EXTERIOR SURFACE OF THE CONCRETE AND STEEL TUNNEL ASSEMBLY
- ▨ DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

11/15/2005

CERTIFICATE OF DECLARANT

THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH OUR INSTRUCTIONS.
DECLARANT: WESTMOUNT - KEELE LIMITED

DATED AT TORONTO THIS 18 DAY OF July, 2006

JAC. IERAZI - Licensed Signing Officer
I HAVE AUTHORITY TO SIGN THIS CORPORATION

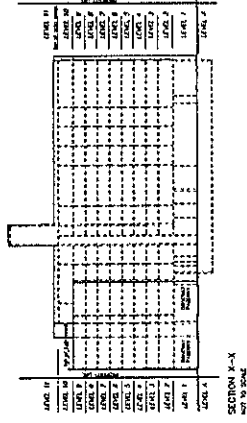
FIELD:	C.M.	DRAWN:	M.C.	CHECKED:	DATE:	JOB NO.:	03-125
DWG NAME:	03-125-001	PL. OF INFO.:	12.56 18/AN/2006	WORK ORDER NO.:	3234		

1121 KENNEDY DRIVE ON L4J 3M4 905.726.0033 F 905.726.8201 WWW.KRCMTR.COM

KRCMTR

PART
SHEET
1502

REPRESENTATIVE SECTION TO ILLUSTRATE RELATIONSHIP OF LEVELS



REPRESENTATIVE SECTIONS AND DIAGRAM TO ILLUSTRATE BOUNDARIES OF UNITS

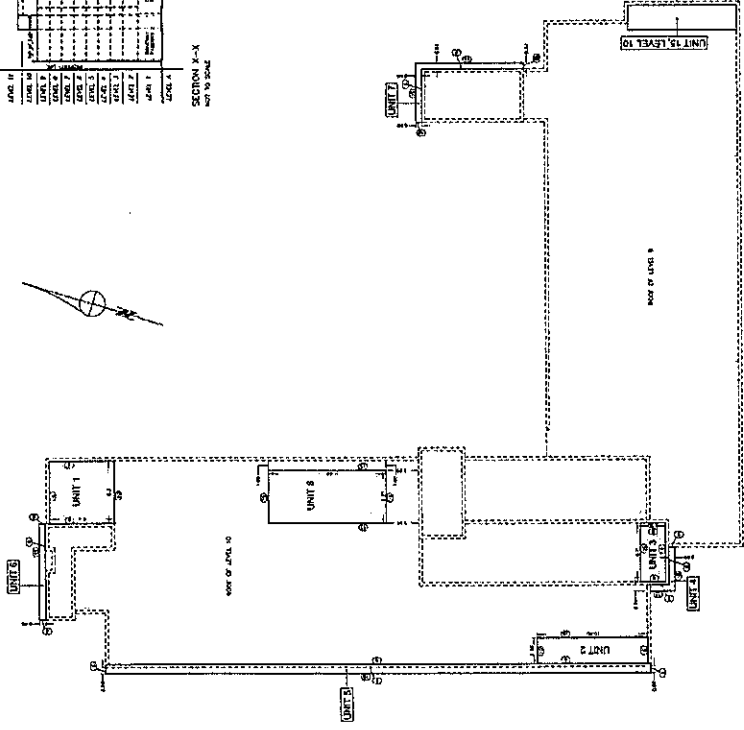
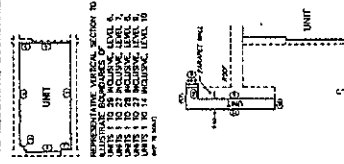


DIAGRAM TO ILLUSTRATE BOUNDARIES OF UNITS 1 TO 8 INCLUSIVE, LEVEL 11

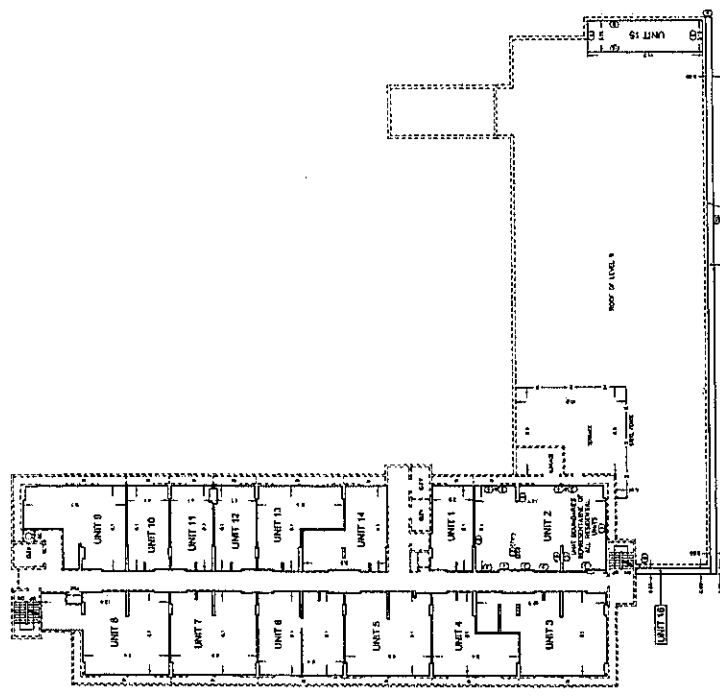


DIAGRAM TO ILLUSTRATE BOUNDARIES OF UNITS 1 TO 17 INCLUSIVE, LEVEL 10

TAB 2E

LIEN SETTLEMENT AGREEMENT AND RELEASE

This Lien Settlement Agreement and Release (“**Agreement**”) is entered into by and between:

**MNP LTD., in its capacity as Court-Appointed Receiver of
the real property and all other property, assets and
undertakings of KEELE MEDICAL PROPERTIES LTD.
and not in its personal, corporate or other capacity**

(“**Receiver**”)

– and –

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1786

(“**TSCC 1786**”)

(TSCC 1786 together with the Receiver, collectively the “**Parties**”)

A. **WHEREAS** MNP Ltd. was appointed as Receiver of certain real property and all other property, assets and undertakings of Keele Medical Properties Ltd. (“**Keele Medical**”) acquired for, or used in relation to the Real Property, by the order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice -Commercial List (the “**Court**”) dated March 19, 2019 (the “**Receivership Order**”), which property includes, without limited, (i) all condominium units owned by Keele Medical of Toronto Standard Condominium Plan No. 1786; and, (ii) all condominium units owned by Keele Medical of Toronto Standard Condominium Plan No. 2468 (collectively, the “**Units**”, and each, a “**Unit**”);

B. **AND WHEREAS** in respect of those Units in Toronto Standard Condominium Plan No. 1786, TSCC 1786 holds the following liens, registered on title to such Units pursuant the *Condominium Act*, S.O. 1998, c. 19, as amended (the “**Act**”):

- i. a condominium lien in the principal amount of \$188,518.53 was registered on title to the certain of the Units on May 19, 2015 under Instrument No. AT3896448; and
- ii. a condominium lien in the principal amount of \$54,435.54 was registered on title to certain of the Units on May 29, 2015 under Instrument No. AT3896438,

(collectively, the “**Liens**”);

C. **AND WHEREAS**, as at June 1, 2020, the aggregate amount claimed by TSCC 1786 under the Liens is excess of \$1,500,000.00 inclusive of interest, legal fees and all other amounts securable under the Liens as further described in Section 85 of the Act;

D. **AND WHEREAS** the first-registered mortgagee over the Units, Versabank, formerly known as Pacific & Western Bank of Canada (“**Versabank**”), has indicated it will challenge the value secured by the Liens and the priority of Liens as against Versabank’s interest, based on various concerns raised by Versabank;

E. **AND WHEREAS** Versabank has indicated that it or a designated entity may be prepared to acquire the Units and other assets, property and undertakings of Keele Medical or support a sale transaction for the same with a third-party, subject to the settlement of the Liens as detailed herein in connection with any such transaction;

F. **AND WHEREAS** TSCC 1786 has agreed, subject to the terms and conditions hereof, to settle all amounts, claims and issues under, related to, arising from, or connected with the Liens for payment by Keele Medical of the aggregate amount of:

- i. all amounts due and owing on account of common expenses payable by Keele Medical arising from and after the date of the Receivership Order (the “**Post-Filing Amount**”); and
- ii. the all-inclusive amount of \$1,000,000 for all amounts due and owing

in respect of the Liens other than the Post-filing Amount (the “**Settlement Amount**”);

G. **AND WHEREAS**, pursuant to paragraph 3(i) the Receivership Order, the Receiver is authorized to settle the matters set out herein on behalf of Keele Medical;

NOW, THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree and covenant as follows:

1. **Recitals:** The Recitals are true and correct and constitute an integral and fundamental part of this Agreement.
2. **Conditions Precedent.** This Agreement is conditional on the following being completed by no later than July 31, 2020, or such other date as either party may request, in writing, and the other party may consent to, in writing (such consent not to be unreasonably withheld), that:
 - (i) the Court shall have issued an order approving this Agreement;
 - (ii) the Court shall have issued an order, substantially in the form of the model order used by the Court, approving a transaction for the purchased and sale of the Units (the “**Transaction**”), vesting title to the Units to the approved Purchaser free and clear of all encumbrances, including the Liens and directing that the proceeds thereof shall stand in place and stead of the Units (the “**Approval & Vesting Order**”);
 - (iii) the Court shall have issued an order authorizing and directing the Receiver to distribute the Settlement Amount to TSCC 1786 from the proceeds of the Transaction (the “**Distribution Order**”); and,
 - (iv) the Transaction shall have closed.

failing which this Agreement shall be null and void.

3. **Binding Resolution:** Subject to the satisfaction of the conditions precedent herein, this Agreement is a permanent, complete and binding accord and resolution of all of the rights, claims, causes of action, questions, differences and obligations of the Parties existing and which may exist in the future with respect to the Liens.

4. **Payments:**

All payments to TSCC 1786 hereunder shall be made to its solicitors in trust, by way of wire transfer to a Canadian bank account identified by TSCC 1786's solicitors in writing. Payments shall be effected as follows:

- (i) **Post-Filing Amount** – Immediately prior to the closing of the Transaction, the Receiver shall pay to TSCC 1786 the Post-Filing Amount due and payable up to the closing date; and
- (ii) **Settlement Amount** – On the Receiver obtaining the Approval & Vesting Order and the Distribution Order, the Receiver shall distribute the Settlement Amount to TSCC 1786 pursuant to such orders, as soon as practicable following closing of the Transaction.

5. **Release:** Upon payment of the Post-Filing Amount and Settlement Amount, TSCC 1786 and its successors and assigns (collectively hereinafter, the “**Releasor**”) hereby fully, finally and completely remises, releases and forever discharges the Purchaser of the Units, Keele Medical and the Receiver, and each of their respective present and former officers, directors, affiliates, shareholders, employees, agents, insurers, heirs, successors and assigns (collectively, the “**Releasees**”) from any and all actions, applications, causes of actions, claims, liabilities, obligations, covenants, demands and debts of every nature and kind that have in the past existed, exist now or may in future accrue by reason of any matter or thing that has existed

or exists now, or any event that has in the past occurred, in any way related to or arising out of the Liens (the “**Matters Released**”).

6. **Covenant Not to Sue:** The Releasor covenants not to initiate or continue any claim or advance or continue any legal proceeding against any person or entity:
- (i) who has claimed, in future claims, or may reasonably be expected in future to claim, indemnity or contribution or any other relief from any of the Releasees, or
 - (ii) that results or may result (whether directly, or indirectly against intermediate parties by way of third- or subsequent-party claim or an independent legal proceeding) in a claim or liability against any of the Releasees,
- in respect of any issue in any way related to or arising out of the Matters Released.
7. **No Admissions:** By executing this Agreement, no Party shall be deemed to have made, and none of them have made, any admission of liability or any admission in respect of the value or priority of the Liens, either express or implied.
8. **Non-Assignment:** TSCC 1786 warrants that it has not assigned, nor shall it assign without the written consent of the Receiver, to any other person or entity any of the rights it may have under or in respect of the Liens. This Agreement is not assignable by any of the Parties hereto without the consent of the other Party.
9. **Authorship:** The Parties acknowledge that this Agreement reflects the joint drafting efforts of legal counsel for all Parties. In the event that any dispute, disagreement or controversy arises regarding this Agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship. There shall be no presumption or construction against any Party. Each Party expressly waives reliance on the doctrine of *contra proferentem*.

10. **Independent Legal Advice:** Each of the Parties hereby acknowledges that (i) it has reviewed and fully understand the terms and binding effect of this Agreement, (ii) it accepts the terms thereof voluntarily and without duress or compulsion, and (iii) it has been advised of its right to obtain independent legal and other advice in connection with the settlement and the execution of this Agreement and either has obtained or hereby waives the obtaining of such advice.
11. **Entire Agreement:** The Parties agree that this Agreement embodies the entire agreement between them in respect of the Liens and that no representations, promises or inducements of any kind have been made by any party or officer, employee or agent of any party, other than those appearing in writing in this Agreement and that each term and condition mentioned in this Agreement is material consideration for each party to enter into this Agreement. Each party acknowledges that it has not executed this Agreement in reliance upon any promise, representation or warranty, if any, not contained herein.
12. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, agents, employees, heirs, successors, transferees, assigns and legal representatives.
13. **Amendment:** This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by all Parties hereto.
14. **Waiver:** No breach hereof can be waived unless done in writing. Waiver of one breach shall not be deemed to be waiver of any other breach of the same or any other provision hereof.
15. **Law and Jurisdiction:** The interpretation and enforcement of this Agreement shall be governed by the laws of Ontario and any applicable federal legislation applicable in Ontario. Any proceedings arising out of or relating in any manner whatsoever to this Agreement shall be conducted in the Courts of the province of Ontario in the

city of Toronto. The Parties hereby consent and submit to the exclusive jurisdiction of the Ontario Superior Court of Justice – Commercial List.

16. **Counterparts**: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and such separate counterparts shall together constitute one and the same instrument, notwithstanding their actual date of execution. Facsimile, email, pdf or other electronically transmitted copies of signature pages shall have the same binding and enforceable legal effect as original signature pages.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below, with the intention of having an effective date of June 15, 2020.

Dated this _____ of June 2020. **MNP LTD., in its capacity as Court-Appointed Receiver of the real property and all other property, assets and undertakings of KEELE MEDICAL PROPERTIES LTD. and not in its personal, corporate or other capacity**

per: _____

Name: Rob Smith
Title: Vice President

I have authority to bind the corporation.

Dated this July 2, 2020 of June 2020.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1786

per: Milena Savic

Name: Milena Savic
Title: Director

I/We have authority to bind the corporation.

Dated this July 2, 2020 of June 2020.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1786

per: Filomena Huestis

Name: Filomena Huestis
Title: Director

I/We have authority to bind the corporation.

TAB 2F

IN THE MATTER OF THE RECEIVERSHIP OF
KEELE MEDICAL PROPERTIES LTD
OF THE CITY OF TORONTO
IN THE PROVINCE OF ONTARIO

FORM 87
NOTICE AND STATEMENT OF RECEIVER
SEC. 245 (1) AND SEC. 246(1) OF THE ACT

The Receiver gives notice and declares that:

1. On March 19, 2019, MNP Ltd. ("MNP") became the receiver in respect of the (i) real property described below (the "Real Property"), and (ii) all other property, assets and undertakings of Keele Medical Properties Ltd. ("Keele Medical") acquired for, or used in relation to the Real Property (collectively and, together with the Real Property, the "Assets") of Keele Medical, an insolvent person.

Real Property, with book value of \$8.517MM:

- 2701 Keele Street, Part of Lot 10, Concession 3 designated as Part 8 Plan 66R-22243 (together with certain easement rights)
- 2737 Keele Street:
 - o Level A
 - Unit 1 and 2
 - Units 11 through 51
 - Unit 86
 - Unit 193
 - Unit 384
 - o Level 1
 - Units 1 through 31
 - Units 66 through 104
 - o Level 2
 - Units 55 and 56
 - Units 143
 - o Level 3
 - Unit 57
 - o Level 10
 - Units 15 and 16
 - o Level 11
 - Units 1 through 3
 - Units 5 and 6
 - Unit 8

The amounts set out above are based on the books and records of Keele Medical. The receiver has not audited or otherwise attempted to verify the accuracy or completeness of this information. The receiver expresses no opinion and does not provide any form of assurance on or relating to such information.

2. MNP became a receiver by virtue of being appointed by the Ontario Superior Court of Justice (Commercial List) pursuant to an Order dated March 19, 2019 granted pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. 43, as amended.
3. The receiver took possession of the property described above on the 19th day of March 2019.

4. The following information relates to the receivership

- a) Address of the insolvent persons:
- 60 Summerside Cr, Toronto, Ontario; and
 - 162 Cumberland Street, Suite 300, Toronto, Ontario
- b) Principal line of businesses:
- Leasing of commercial condominium units
- c) Location of the businesses:
- 2701 and 2737 Keele Street, Toronto, Ontario
- d) Amount owed by insolvent person to each creditor who holds a security on the property described above:

Versabank	\$ 6,043,684
Grant Thornton Limited, Court-Appointed Trustee of Keele Medical Trustee Corporation and other companies known as the Tier 1 Trustee Corporations	4,080,000
Westmount-Keele Limited	1,200,000
Toronto Standard Condominium Corporation No. 1786	242,955
Galrich Restoration Inc.	\$ 1,698,374

- e) The list of other creditors of the insolvent person and the amount owed to each creditor and the total amount due by the insolvent person is as follows:
- See attached List "A"
- f) The intended plan of action of the receiver during the receivership, to the extent such a plan has been determined, is as follows:
- The receiver plans to continue to list the Real Property for sale for the benefit of Keele Medical's stakeholders.
- g) Contact person for the Receiver:

Attention: Jessie Hue
 Phone: 416.515.5006
 Email: KeeleMedical@mnt.ca
 Fax: 416.323.5240

Dated at London, Ontario this 26th day of March 2019.

MNP LTD.

In its capacity as Court-appointed Receiver of
 Keele Medical Properties Ltd.

Per:



Rob Smith, CPA, CA, CIRP, LIT

- Creditor Mailing List -

LIST "A"227

Creditor Type	Name	Attention	Address	Claim \$
Secured	Galrich Restoration Inc.		345 Horner Avenue Toronto ON M8W 1Z6	
	Keele Medical Trustee Corporation		Grant Thronton Limited 11th Floor, 200 King Street West Toronto ON M5H 3T4	
	Olympia Trust Company	Client Services	2300 125 - 9 Avenue S E PO Box 2581, Stn Central Calgary AB T2G 0P6 Fax: (403) 261-7523 rrspinfo@olympiatruster.com	
	Versabank formerly Pacific & Western Bank		2002 - 140 Fullarton Street London ON N6A 5P2 Fax: (519) 645-2060	
	Westmount-Keele Limited		c/o Fogler Rubinoff LLP 77 King Street West, Suite 3000, PO Box 95 Toronto ON M5K 1G8	
Unsecured	Altus Group		126 Don Hillock Aurora ON L4G 0G9	14,322.85
	CRA - Tax - Ontario		Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (866) 229-0839 cra-arc_tax-fisc_ins_t-f_g@cra-arc.gc.ca	1.00
	Esbin Property Management Inc.		162 Cumberland, ste. 300 Toronto ON M5R 3N5	2,260.00
	ESI Temperature Control Inc.		60-8 Bristol Road East, ste. 433 Mississauga ON L4Z 3K8	293.80
	Harris & Harris LLP		2355 Skymark Avenue, 3rd flr Mississauga ON L4W 4Y6	12,653.05
	Johnson Control #T6067		PO Box 6100, Postal Stn. "F" Toronto ON M4Y 2Z2	11,060.04
	Miller Thomson LLP - Toronto		Scotia Plaza 5800 - 40 King Street West Toronto ON M5H 3S1 Fax: (416) 595-8695 toronto@millerthomson.com	29,195.89
	Picci Cleaning Corporation		1982 Davenport Road Toronto ON M6C 1C4	4,520.00
	S. Wilson & Co. Baliffs Limited		18 Ashwarren Road Toronto ON M3J 1Z5	7,060.03
	T.S.C.C. No. 1786		9140 Leslie Street, Ste. 205 Richmond Hill ON L4B 0A9	213,557.60
	Treasurer, City of Toronto			182,406.92

- Creditor Mailing List -

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	The Behar Group		1170 Sheppard Avenue W, unit 24 Toronto ON M3K 2A3	14,200.89
	The Equitable Life Insurance Company		One Westmont Road North P.O. Box 1603 Stn Waterloo Waterloo ON N2J 4C7	357.30

TAB 2G

PURCHASE AND SALE AGREEMENT

between

**MNP LTD., SOLELY IN ITS CAPACITY AS THE COURT-
APPOINTED RECEIVER OF CERTAIN PROPERTY,
ASSETS AND UNDERTAKINGS OF KEELE MEDICAL
PROPERTIES LTD.
AND NOT IN ANY PERSONAL, CORPORATE OR OTHER
CAPACITY**

as Vendor,

-and-

HUMBER RIVER MEDICAL CENTRE INC.

as Purchaser,

dated as of Monday June 8, 2020.

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PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated as of the 8th day of June, 2020.

BETWEEN:

**MNP LTD., SOLELY IN ITS CAPACITY AS COURT-APPOINTED
RECEIVER OF CERTAIN PROPERTY, ASSETS AND
UNDERTAKINGS OF KEELE MEDICAL PROPERTIES LTD.,
AND NOT IN ANY PERSONAL, CORPORATE OR OTHER
CAPACITY**

(the "Vendor" or the "Receiver")

- and -

HUMBER RIVER MEDICAL CENTRE INC.

(the "Purchaser")

WHEREAS the Vendor was appointed as Receiver of the Purchased Assets (*as defined below*) pursuant to the order of the Honourable Mr. Justice Hainey dated March 29, 2019 (the "Receivership Order") for the purpose of, amongst other things, authorizing the Receiver to sell the Purchased Assets upon the terms and subject to the conditions set out herein;

AND WHEREAS the Purchaser offers to purchase the Purchased Assets from the Vendor upon the terms and subject to the conditions hereof, subject to, the terms of this Agreement and the approval by the Court of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties), the Parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.01 Definitions

In this Agreement, including the recitals and Schedules to this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) "Accounts" means all accounts and other amounts due, owing or accruing due to the Owner, including all accounts receivable, as at the Closing Time.
- (b) "Adjustments" means the adjustments to the Purchase Price provided for and determined pursuant to Section 2.05.

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- (c) **"Agreement"** means this agreement and all amendments made to this agreement by written agreement between the Parties.
- (d) **"Approval and Vesting Order"** means an Order of the Court substantially in the form of the draft order attached as Schedule "B" hereto.
- (e) **"Assumed Contracts"** has the meaning set out in Section 3.02.
- (f) **"Business"** means the business carried on by the Owner which primarily involves the leasing of commercial space and the operation of a medical arts building from the Lands.
- (g) **"Business Day"** means a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (h) **"Cash"** means any cash or cash equivalent on hand or in any bank account at the Closing Date.
- (i) **"Chattels"** means any equipment, furniture, machinery, plant, apparatus and fittings, inventory, supplies and other chattels located on the Lands, if any, which are owned by the Owner and, in each case, are used exclusively in the maintenance, repair, management and operation of the Lands and buildings situate thereon.
- (j) **"Closing"** means the completion of the purchase and sale of the Purchased Assets contemplated by Article 2 of this Agreement.
- (k) **"Closing Date"** means the tenth (10th) day following the issuance of the Approval and Vesting Order by the Court or such other date as may be agreed to in writing by the Purchaser and the Vendor.
- (l) **"Closing Time"** means 5:00 p.m. (Eastern Time) on the Closing Date.
- (m) **"Contracts"** means all contracts, licenses, permits, approvals, leases, other than the Leases, and agreements which were entered into by or on behalf of the Owner with third parties for the development, maintenance, management, operation, cleaning, security, fire protection or servicing of the Lands (including, without limitation, any contracts regarding the supply of utilities to the Lands) and all contracts for the lease of equipment and all contracts for the supply or sale of any service or product and also includes any chose in action.
- (n) **"Court"** means the Ontario Superior Court of Justice (Commercial List).
- (o) **"Deposit"** has the meaning set out in Section 2.03.
- (p) **"Encumbrance"** means any encumbrance, lien, charge, hypothec, mortgage, pledge, title retention agreement, security interest, reservation of title, easement,

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right of occupation, option to buy, pre-emptive right to buy, right of first refusal or first offer, transfer restriction or any agreement to create any of the foregoing.

- (q) **"Excluded Assets"** means the following assets, property, rights and interests of the Owner relating to the Business:
 - (i) the Rejected Contracts.
- (r) **"Execution Date"** means the date upon which this Agreement has been executed and accepted by the Vendor.
- (s) **"Existing Contracts"** means all contracts, agreements, orders, commitments, supply contracts and other engagements by or with third parties existing on the Execution Date which relate to the Business, excluding the Leases.
- (t) **"HST Legislation"** has the meaning set out in Section 2.06.
- (u) **"Interim Period"** means the period of time commencing on the date the Purchaser delivers an executed copy of this Agreement to the Vendor, up to and including the Closing Date.
- (v) **"Lands"** means the lands and buildings municipally located at 2701 and 2737 Keele Street, Toronto, Ontario and legally described at Schedule "C".
- (w) **"Leases"** means, collectively, all offers to lease, agreements to lease, leases, lease amendments, renewal or extension agreements, subleases and other rights or licenses granted by or on behalf of the Owner or the Vendor or their respective predecessors in title to possess or occupy the Lands or any part or parts thereof as of the date hereof, together with all security, guarantees and indemnities of the tenants' obligations thereunder, in each case as amended, renewed or otherwise varied, particulars of which are set forth in Schedule "A" hereto, and all material correspondence or other agreements related thereto and "Lease" means any one of the Leases;
- (x) **"Owner"** means Keele Medical Properties Ltd.
- (y) **"Parties"** means the Purchaser and the Vendor;
- (z) **"Permitted Assignee"** means a company to be incorporated by the Purchaser for the object of acquiring the Purchased Assets.
- (aa) **"Person"** means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization.
- (bb) **"Purchased Assets"** means, the Owner's interest, if any, in and to (a) the Purchased Property; (b) the Leases; (c) the Chattels; (d) the Accounts, and (e) the

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Assumed Contracts (if any), but for greater certainty does not include the Excluded Assets.

- (cc) **"Purchase Documents"** means, collectively, this Agreement and all other agreements executed and delivered by one or both of the Parties at the Closing.
- (dd) **"Purchase Price"** has the meaning set out in Section 2.02.
- (ee) **"Purchased Property"** means the Lands which are more particularly described in Schedule "C" hereto.
- (ff) **"Rejected Contracts"** means those Existing Contracts which the Purchaser does not wish to assume on Closing.
- (gg) **"Sunset Date"** means ~~July 15, 2020~~ July 31, 2020.
- (hh) **"Tenants"** means all Persons having a right to occupy any rentable area of the Lands pursuant to a Lease; and "Tenant" means any one of such Tenants.

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1.02 Headings

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

1.03 Extended Meanings

In this Agreement, words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, limited partnerships, associations, trusts, unincorporated organizations, governments, governmental authorities, companies and corporations. The term "including" means "including, without limiting the generality of the foregoing," and the term "include" has a corresponding meaning.

1.04 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.05 Vendor's Capacity

The Vendor is acting solely in its capacity as the Court-appointed Receiver of certain property, assets and undertakings of the Owner and shall have no personal or corporate liability under this Agreement. Any claim against the Vendor shall be limited to, and only enforceable

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against the property and assets then held by or available to the Vendor in its capacity as Receiver and shall not apply to the Vendor's personal property and assets held by it in any other capacity. The Vendor shall have no personal or corporate liability of any kind, whether in equity, contract, tort or otherwise.

1.06 Schedules

The following schedules are attached to this Agreement and incorporated by reference and deemed to be part of this Agreement:

Schedule "A" – Leases

Schedule "B" – Form of Approval and Vesting Order

Schedule "C" – Legal Description of Purchased Property

ARTICLE 2 PURCHASE AND SALE OF PURCHASED ASSETS

2.01 Purchase and Sale of Purchased Assets

Upon and subject to the provisions hereof, the Vendor agrees to sell the Purchased Assets to the Purchaser, and the Purchaser agrees to purchase the Purchased Assets from the Vendor, at the Closing Time.

2.02 Purchase Price for Purchased Assets

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets shall be the sum of [REDACTED] (the "Purchase Price").

2.03 Payment of Purchase Price

The Purchase Price shall be paid by the Purchaser to the Vendor as follows:

- (a) subject to Section 4.01 and 4.02, a non-refundable deposit in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000) (the "Deposit") by way of bank draft or wire transfer to an account specified by the Vendor within three (3) business days following the execution of this Agreement; and
- (b) the balance of the Purchase Price by wire transfer to an account specified by the Vendor at or before the Closing Time.

For clarity, the Deposit payable by the Purchaser shall be retained by the Vendor whether or not the transaction contemplated by this Agreement is completed or this Agreement is terminated by either party, regardless of the reasons for such failure to complete the transaction or the termination of this Agreement, save and except for (i) the non-fulfillment of the condition contained in Section 4.01(a); (ii) the Purchaser elects to terminate this Agreement under Section

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4.01(b); and (iii) the Vendor or Purchaser elects to terminate this Agreement pursuant to Section 4.02.

2.04 Agent Fees

[intentionally deleted]

2.05 Adjustments

Adjustments shall be made as of the Closing Date on an accrual basis. The Vendor shall be responsible for all expenses and entitled to all revenue accrued from the Purchased Assets for that period ending on the Closing Date and thereafter the Purchaser shall be responsible for all expenses and shall be entitled to all revenue accruing from the Purchased Assets.

Adjustments shall include all realty taxes, current rents including additional rent, prepaid rents or prepaid revenue and interest thereon (if any), and interest thereon (if any), and common area cost recoveries from Tenants, and other adjustments established by the usual practice in the Province of Ontario for the purchase and sale of commercial property.

The provisions of this Section 2.05 shall survive Closing.

2.06 Harmonized Sales Tax

The Purchase Price excludes HST. The Purchaser agrees and confirms that the Purchaser will be, at the time of Closing, a registrant under Part 9 of the *Excise Tax Act* (Canada) (the "HST Legislation"). The Vendor and Purchaser acknowledge that the purchase by the Purchaser of the Purchased Property is governed by the provisions of Section 221(2)(b) and 228(4)(a) of the HST Legislation. Accordingly, the Vendor has no obligation to collect HST on the Purchase Price and the Purchaser shall self-assess the HST owing in respect of the transaction of the purchase and sale contemplated by this Agreement. The Purchaser will indemnify and save harmless the Vendor in respect of any amounts, demands or claims owing or which may become owing in respect of any HST exigible on the completion of this transaction.

The Purchaser shall pay, upon the completion of the transaction contemplated by this Agreement, in addition to the Purchase Price, all applicable federal and provincial taxes exigible in connection with the Purchased Assets (collectively, "Exigible Taxes"). The Purchaser will indemnify and save harmless the Vendor in respect of any amounts, demands or claims owing or which may become owing in respect of any Exigible Taxes on the completion of this transaction. If requested by the Purchaser, and as applicable, the Vendor agrees to execute an election (the "ETA Election") pursuant to Section 167(1) of the ETA to have the sale of the Purchased Assets take place without the requirement for the collection or remittance of harmonized sales tax to the extent possible. The Purchaser agrees to file such election in accordance with the provisions of the ETA and will provide the Vendor with its undertaking to do so.

2.07 Land Transfer Tax

The Purchaser shall pay all applicable land transfer tax upon the registration of the Approval and Vesting Order in respect of the Purchased Property. Accordingly, the Vendor has

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and shall have no obligation or liability in respect of land transfer tax. The Purchaser will indemnify and save harmless the Vendor in respect of any amounts, demands or claims owing or which may become owing in respect of any land transfer tax exigible, assessed, in respect of, or arising out of the completion of this transaction.

ARTICLE 3
ADDITIONAL BUSINESS TERMS

3.01 Insurance

The Purchaser shall arrange its own insurance in respect of the Purchased Assets on Closing and the Vendor shall not assign any insurance policies to the Purchaser.

3.02 Assumed Contracts

During the Interim Period and at least five (5) Business Days prior to the Closing Date, the Purchaser shall provide written notice to the Vendor setting out those contracts which the Purchaser has elected to assume on Closing (the "Assumed Contracts"), and such notice shall be deemed to be a provision contained in this Agreement. The Vendor shall terminate all Rejected Contracts on or before Closing.

On Closing, the Purchaser shall assume all Assumed Contracts. The Assumed Contracts shall be assigned to the Purchaser on Closing pursuant to an assignment of contracts. In the event an assignment of contract(s) requires third party consent, the Vendor shall use commercially reasonable efforts to obtain such consent prior to Closing.

3.03 Vendor's Representations

The Vendor represents to and in favour of the Purchaser that, subject to the issuance by the Court of the Approval and Vesting Order, each of the following statements is on the date of this Agreement, and will at the Closing Time be, true and correct:

- (a) the Vendor has good and sufficient power, authority and right to enter into this Agreement and each of the other Purchase Documents to be entered into by it and to complete the transactions to be completed by it hereunder and thereunder;
- (b) the Vendor has the right to sell the Purchased Assets in accordance with the provisions of this Agreement and has not sold or otherwise disposed or agreed to sell or otherwise dispose of any of the Purchased Assets and has not mortgaged, charged or encumbered any of the Purchased Assets; and
- (c) the Vendor and the Owner are not now and will not on Closing be non-residents of Canada within the meaning of Section 116 of the Income Tax Act (and the Vendor shall deliver to the Purchaser at the Closing Time a statutory declaration confirming the foregoing).

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3.04 Purchaser's Representations

The Purchaser, and in the event of an assignment by the Purchaser to the Permitted Assignee, the Permitted Assignee shall represent to and in favour of the Vendor that each of the following statements is, and will at the Closing Time be, true and correct:

- (a) the Purchaser or Permitted Assignee is a corporation duly incorporated and subsisting under the law of Ontario; and
- (b) the Purchaser or Permitted Assignee has good and sufficient corporate power and corporate authority to enter into this Agreement and each of the other Purchase Documents to be entered into by it and to complete the transactions to be completed by it hereunder and thereunder.

3.05 Electronic Registration

The Parties acknowledge that the Teraview Electronic Registration System is operative and mandatory in the applicable Land Titles Offices relating to the Purchased Property. The Parties shall each authorize their respective legal counsel to enter into a document registration agreement in the form adopted by the joint LSO-CBAO Committee on Electronic Registration of Title Documents. The delivery and exchange of documents and closing funds and the release thereof to Vendor and Purchaser, as the case may be: (a) shall not occur contemporaneously with the registration of the applicable application for registration of the Approval and Vesting Order (and other registrable documentation); and (b) shall be governed by the document registration agreement pursuant to which legal counsel receiving any documents or funds will be required to hold same in escrow and will not be entitled to release except in strict accordance with the provisions of the document registration agreement.

3.06 Closing

- (a) The Closing will be completed at the Closing Time and shall take place at 1:00 pm (Eastern) on the Closing Date at the offices of the Vendor's Solicitors or such other date, place and time as the Parties may agree in writing (including virtually by way the electronic transfer of documents).
- (b) Any tender of documents or money under this Agreement may be made upon the Parties or their respective lawyers.
- (c) The Vendor covenants to execute, where applicable, and deliver the following to the Purchaser at or before the Closing Time:
 - (i) a copy of the issued and entered Receivership Order;
 - (ii) a copy of the issued and entered Approval and Vesting Order;
 - (iii) a statement of adjustments in accordance with Section 2.05 hereof;

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- (iv) an undertaking to readjust for the adjustments set out in Section 2.05 hereof;
 - (v) an assignment and assumption of all Leases (to the extent assignable) relating to the period from and after the Closing Date;
 - (vi) a certificate, dated as of the Closing Date, certifying:
 - i. that, except as disclosed in such certificate, the Vendor has not been served with any notice of appeal with respect to the Receivership Order or the Approval and Vesting Order, or any notice of any application, motion or proceedings seeking to set aside or vary the Approval and Vesting Order or enjoin, restrict or prohibit the completion of the transaction contemplated hereby;
 - ii. that all representations, warranties and covenants of the Vendor contained in this Agreement are true as of the Closing Time, with the same effect as though made on and as of the Closing Time; and
 - iii. the non-merger specified in Section 3.07 hereof and elsewhere herein
 - (vii) an acknowledgement, dated as of the Closing Date, that each of the conditions to Closing in favour of the Vendor has been fulfilled, performed or waived as of the Closing Time; and
 - (viii) such further documentation relating to the completion of the transaction contemplated hereby as is otherwise referred to herein or as may be required by the Purchaser (acting reasonably), any applicable law or governmental authority.
- (d) The Purchaser covenants to execute, where applicable, and deliver the following to the Vendor at or before the Closing Time:
- (i) indefeasible payment and satisfaction in full of the Purchase Price in accordance with Section 2.03 hereof;
 - (ii) if necessary, payment or evidence of payment of HST applicable to the Purchased Assets or, if applicable, appropriate tax exemption certificates with respect to HST in accordance with the terms hereof;
 - (iii) an indemnity in favour of the Vendor in respect of HST, Exigible Taxes and land transfer tax, pursuant to Section 2.06 and Section 2.07 hereof;
 - (iv) an undertaking to readjust for the adjustments set out in Section 2.05 hereof;

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- (v) an assignment and assumption of all Leases (to the extent assignable) relating to the period from and after the Closing Date;
- (vi) a certificate, dated as of the Closing Date, certifying:
 - i. that all representations, warranties and covenants of the Purchaser contained in this Agreement are true as of the Closing Time, with the same effect as though made on and as of the Closing Time; and
 - ii. the non-merger specified in Section 3.07 hereof and elsewhere herein;
- (vii) an acknowledgement, dated as of the Closing Date, that each of the conditions to Closing in favour of the Purchaser has been fulfilled, performed or waived as of the Closing Time; and
- (e) such further documentation relating to the completion of the transaction contemplated hereby as is otherwise referred to herein or as may be required by the Purchaser (acting reasonably), any applicable law or governmental authority.

3.07 Survival of Representations

The representations and warranties contained in this Agreement, other than those contained in Section 2.05, 3.02, 3.03, 3.04, 3.05 and 5.17, shall merge on Closing. In the event that either party shall become aware of any material breach of a representation or warranty prior to the Closing, it shall forthwith advise the other party in writing and the sole right and remedy of the other party with respect thereto shall be the termination of this Agreement pursuant to the representations in favour of the other party contained in Section 3.04 or 3.05, as applicable. Notwithstanding any of the provisions contained in this Agreement to the contrary, the Vendor's liability with respect to any breach of a representation, warranty or covenant contained in this Agreement shall be limited to the amount of the Deposit and the Vendor shall not be liable for any loss of profits, loss of revenue, loss of contract, loss of business opportunity or any consequential loss or indirect loss or damages of any nature or kind.

ARTICLE 4

CONDITIONS AND TERMINATION RIGHTS

4.01 Receivership Order/Approval and Vesting Order Condition

- (a) This Agreement is conditional on the issuance by the Court of such Receivership Order and Approval and Vesting Order. In the event the Approval and Vesting Order has not been issued by the Court on or before the Sunset Date, this agreement shall be null and void and the Purchaser shall be entitled to the return of the Deposit and neither the Purchaser nor the Vendor shall have any obligations under this Agreement.

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- (b) In the event the Approval and Vesting Order is issued by the Court, but stayed by the Court prior to the completion of the transaction contemplated by this Agreement, the Purchaser shall be entitled, at the Purchaser's option, on written notice to the Vendor, either to terminate its obligations under this Agreement or to extend the Closing Date up to the Sunset Date in order to provide the Purchaser and the Vendor with additional time to effect the lifting of such stay. In the event the Purchaser elects to terminate its obligations under this Agreement pursuant to this Section 4.01(b), the Purchaser shall be entitled to the return of the Deposit and neither the Purchaser nor the Vendor shall have any obligations under this Agreement and neither party will have any liability to the other for any loss or damage suffered by it.

4.02 Injunction or Failure to Give Possession

- (a) In the event that:
- (i) the Vendor is unable to complete the transaction contemplated by this Agreement as a result of any injunction or other order of any court of competent jurisdiction; or
 - (ii) the Vendor is unable to provide to the Purchaser possession of the Purchased Assets as required by this Agreement,

the Vendor will forthwith provide written notice thereof to the Purchaser (including full particulars with respect thereto). The Purchaser will then have the right, at its option, to extend the Closing Date for such period or periods as it determines by written notice thereof to the Vendor, provided that such extensions do not exceed an aggregate of sixty (60) days. During such extension or extensions, the Vendor will diligently attempt to settle such legal proceedings, to vacate such order and otherwise to remove all such impediments to the completion of the transaction contemplated by this Agreement. If all such impediments are not removed to the satisfaction of the Purchaser, acting reasonably, on or before the Closing Date (as such Closing Date may be extended pursuant to this Section 4.02), then this Agreement may, at the option of either party, be terminated by written notice to such effect to the other party. If either party so elects, (i) this Agreement shall terminate; and (ii) thereafter the Purchaser shall be entitled to the return of the Deposit and the Parties will be released from all further obligations under this Agreement and neither party will have any liability to the other for any loss or damage suffered by it.

ARTICLE 5 GENERAL

5.01 No Representations, Warranties or Conditions by Vendor

The Purchaser acknowledges and agrees that the Receiver is selling and the Purchaser is purchasing the Purchased Property and the Purchased Assets on an "as is, where is" and "without recourse" basis as the Purchased Property and the Purchased Assets shall exist on the

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Closing Date, including, without limitation, whatever defects, conditions, impediments, hazardous materials or deficiencies exist at Closing, whether patent or latent. Notwithstanding any other provision of this Agreement (except as set out in Section 3.04) or any of the other document or communication exchanged by the Parties, no representations, warranties or conditions, express, implied, imposed by statute or otherwise, are made by the Vendor or Owner with respect to the title, physical characteristics, use, zoning, existence of latent defects, maintenance, repair or condition (including environmental) of the Purchased Property or any of the other Purchased Assets or any other matter. The Purchaser acknowledges and agrees that (i) the description of the Purchased Property and the Purchased Assets contained in this Agreement, and in any other document or communication exchanged by the Parties is for the purpose of identification only and no representation, warranty or condition has or will be given by the Receiver concerning the accuracy of such description; and, that (ii) the Purchaser has conducted such inspections of the description of, condition of and title to the Purchased Property and the Purchased Assets as it deemed appropriate and has satisfied itself with regard to all such matters. The Parties further acknowledge and agree that it is the express intention of the Vendor and the Purchaser that the Purchased Property and the Purchased Assets shall be transferred to the Purchaser in their condition at Closing Time and state of repair "as is" and "where is", with all faults, and that the Vendor shall have no obligation to deliver possession of the Purchased Property and the Purchased Assets in any manner and that, at the Closing Time, the Purchaser shall take possession of the Purchased Property and the Purchased Assets wherever situated. Without limitation to the foregoing, the Parties acknowledge and agree that any and all representations, warranties and conditions, express or implied, pursuant to the *Sale of Goods Act* (Ontario) do not apply to the transactions contemplated hereby and/or have been waived by the Purchaser.

5.02 Further Assurances

Each of the Parties will from time to time execute and deliver all such further documents and instruments and do all such acts and things as the other party may, either before or after the Closing Date, reasonably required to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.03 Time of the Essence

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties or by their respective solicitors who may be specifically authorized in that regard.

5.04 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding on the respective successors (including any successor by amalgamation or operation of law) and permitted assigns of the Parties.

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5.05 Entire Agreement

This Agreement, together with the other Purchase Documents, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any prior understandings and agreements between the Parties with respect thereto. There are no terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set out in this Agreement and the other Purchase Documents.

5.06 Amendments and Waiver

No modification of or amendment to this Agreement will be valid or binding unless in writing and duly executed by both of the Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

5.07 Assignment

Except as provided in this Section 5.07, the Purchaser shall not, without the prior written consent of the Vendor, assign all or any portion of its rights and/or obligations under this Agreement or direct that title be vested on Closing in any Person other than the Purchaser.

Prior to Closing, the Purchaser shall be entitled on five (5) Business Days prior written notice to the Vendor to assign all or any portion of its interest to the Permitted Assignee.

In the event of an assignment to the Permitted Assignee, as a condition precedent thereto, the Permitted Assignee shall enter into an assumption with the Vendor in form satisfactory to the Parties, each acting reasonably, and provided that such assignment shall not relieve the Purchaser of any of its obligations or liabilities under this Agreement. In addition, the Permitted Assignee shall comply with the provisions of Section 221(2)(b) and 228(4)(a) of the HST Legislation.

5.08 Legal and Accounting Fees

Each of the Parties will pay its own legal, accounting and other fees and expenses incurred in connection with the preparation, execution and delivery of this Agreement and the other Purchase Documents and the completion of the transaction contemplated hereby or thereby, as well as any other costs and expenses whatsoever and howsoever incurred.

5.09 Non-Business Day

If any amount required to be paid under this Agreement is due on a day which is not a Business Day, such amount will be paid on the next following Business Day.

5.10 Notices

Any demand, notice, objection or other communication to be given in connection with this Agreement or any of the Purchase Documents shall be given in writing by personal delivery, registered mail, courier or email addressed to the recipient as follows:

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To the Purchaser: Humber River Medical Centre Inc.
166 Grand River Avenue
Brantford, ON N3T 4X6
Attention: Steve Charest
E-Mail: scharest@kingandbenton.com

with a copy to:

Boddy Ryerson LLP
172 Dalhousie Street
Brantford, ON N3T 2J7
Attention: Wendy Newton
E-Mail: wnewton@boddy-ryerson.com

To the Vendor : MNP Ltd.
1002-148 Fullarton Street
London, ON N6A 5P3
Attention: Rob Smith
E-Mail: rob.smith@mnp.ca

with a copy to:

Loopstra Nixon LLP
135 Queen's Plate Drive – Suite 600
Toronto, ON M9W 6V7
Attention: Graham Phoenix
E-mail: gphoenix@loonix.com

or to such other address, facsimile number, e-mail or individual as may be designated by notice by either party to the other party. Any demand, notice, objection or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth (5th) Business Day following the deposit thereof in the mail and, if given by courier, on the second (2nd) Business Day following the sending thereof and, if given by facsimile or e-mail, on the date of the sending thereof if sent prior to 6:00pm (Eastern) and on the next Business Day date of the sending thereof if sent after 6:00pm (Eastern). If the party giving any demand, notice, objection or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, such demand, notice, objection or other communication shall not be mailed but shall be given by personal delivery, courier or facsimile.

5.11 Currency

All dollar amounts referred to in this Agreement are denominated in Canadian currency.

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5.12 Governing Law

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

5.13 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

5.14 Electronic Execution

Delivery of this Agreement may be effected by a party by facsimile or other electronic transmission of the execution page hereof to the other party. A party so delivering this Agreement shall thereafter forthwith deliver to the other party an original execution page hereof with its original signature thereon, provided that any failure by a party to so deliver such original execution page shall not affect the validity or enforceability of this Agreement against that party.

5.15 Tender

Any tender of notices, documents or monies hereunder may be made on the Vendor or the Purchaser or their respective solicitors. Any monies may be tendered by a negotiable cheque certified by a Canadian chartered bank or by a bank draft drawn on one of Canada's five largest chartered banks.

5.16 Counterparts

This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original. Both executed counterparts taken together shall constitute one agreement.


5.17 Access to Books and Records

For a period of six (6) years from the Closing Date or for such longer period as may be required by applicable laws, the Purchaser covenants and agrees to retain all original Books and Records relating to the Purchased Assets for the period prior to the Closing Date.

5.18 Irrevocable Offer

The Purchaser covenants and agrees that the offer to purchase constituted by the delivery of a copy of this Agreement executed by the Purchaser shall be irrevocable and open for acceptance by the Vendor until ~~2020~~ June 17, 2020.

[EXECUTIONS ON SEPARATE PAGE.]

RS 

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THIS AGREEMENT may be accepted by giving a copy thereof to the Purchaser with the Vendor's acceptance endorsed thereon. If so accepted prior to the expiration hereof, this Agreement shall constitute a binding contract between the Parties to purchase and sell the Purchased Property on the terms and conditions herein set forth.

DATED the 8th day of Monday June 8, 2020.

**HUMBER RIVER MEDICAL CENTRE
INC.**

per: 

Name: Steve Charest
Title: President

*I have authority to bind the
Purchaser.*

ACCEPTANCE

The Vendor hereby accepts this Agreement and covenants and agrees to sell the Purchased Property to the Purchaser subject to and in accordance with the provisions and conditions hereof.

DATED the 11th day of ^{June} 2020.

MNP LTD., solely in its capacity as the Court-appointed receiver of certain property, assets and undertakings of Keele Medical Properties Ltd., and not in any other capacity

per: 

Name: Rob Smith
Title: Vice President

I have authority to bind the Receiver.

SCHEDULE "A"**LEASES**

1. Lease Agreement dated July 20, 2005, as amended by Lease Amending Agreement dated May 12, 2006 between 1666935 Ontario Limited, as tenant, and Westmount-Keele Limited, as landlord, and assigned to Keele Medical Properties Ltd. for a portion of the premises known municipally as 2737 Keele Street, Toronto, Ontario.
2. Lease Agreement dated December 1st, 2009, between Mennonite New Life Centre of Toronto, as tenant, and Westmount-Keele Limited, as landlord, and assigned to Keele Medical Properties Ltd. for Unit 9 on the main level of the premises known municipally as 2737 Keele Street, Toronto, Ontario.
3. Undated Lease Agreement, between Heart Wellness Cardiac Clinics, as tenant, and Keele Medical Properties Ltd., as landlord, for Suite 109 of the premises known municipally as 2737 Keele Street, Toronto, Ontario.
4. Lease Agreement dated May 6, 2015, as amended by the Lease Indemnity Amending Agreement dated November 29, 2017 between Medical Supply Nursing Centre Inc., Laura Samaroo and Darlene Samaroo, as tenants, and Keele Medical Properties Ltd., as landlord, for Units 3 and 4 of the premises known municipally as 2737 Keele Street, Toronto, Ontario.
5. Undated Lease Agreement, between Metro Imaging Limited, as tenant, and Keele-Medical Properties Ltd., as landlord, for Unit 114 of the premises known municipally as 2737 Keele Street, Toronto, Ontario.
6. Undated Lease Agreement, between HOHS, o/a Regency Pharmacy, as tenant, and Keele Medical Properties Ltd., as landlord, for Suites 1-8 of the premises known municipally as 2737 Keele Street, Toronto, Ontario.
7. Undated Lease Agreement, between Euro Imports and Exports Inc., as tenant, and Keele Medical Properties Ltd., as landlord, for Unit 31 of the premises, known municipally as 2737 Keele Street, Toronto, Ontario.
8. Lease Agreement dated July 3, 2018, between Dolphin-Medic Inc., as tenant, and Keele Medical Properties Ltd., as landlord, for Unit 110 of the premises known municipally as 2737 Keele Street, Toronto, Ontario.
9. Undated Lease Agreement, between M.C. D'Souza Medicine Professional Corporation and Daniela Caprara Medicine Professional Corporation, as tenant, and Keele Medical Properties Ltd., as landlord, for Units 18 and 19 on Level 1 of the premises, known municipally as 2737 Keele Street, Toronto, Ontario.
10. Undated Lease Agreement, between Katie Mehr, as tenant, and Keele Medical Properties Ltd., as landlord, for Unit 30 of the premises known municipally as 2737 Keele Street, Toronto, Ontario.

11. Undated Lease Agreement, between Globalive Wireless Management Corporation, as tenant, and Westmount Keele Limited, as landlord, for Rooftop Units, outlined in schedule B of the Lease Agreement, of the premises known municipally as 2737 Keele Street, Toronto, Ontario.
12. Undated Lease Agreement, between Regent Medical Clinic Inc., as tenant, and Keele Medical Properties Ltd., as landlord, for Suites 1-7 of the premises known municipally as 2737 Keele Street, Toronto, Ontario.
13. All other leases all offers to lease, agreements to lease, leases, lease amendments, renewal or extension agreements, subleases and other rights or licenses granted by or on behalf of the Owner or the Vendor or their respective predecessors in title to possess or occupy the Lands or any part or parts thereof as of the Purchase and Sale Agreement, together with all security, guarantees and indemnities of the tenants' obligations thereunder, in each case as amended, renewed or otherwise varied.

SCHEDULE "B"
FORM OF APPROVAL AND VESTING ORDER

See attached.

Court File No. <*>

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) <*>, THE <*>
JUSTICE)
DAY OF<*>, 2018

BETWEEN:

VERSABANK

Applicant

- and -

KEELE MEDICAL PROPERTIES LTD.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by MNP Ltd., in its capacity as the Court-appointed receiver (the "Receiver") of certain property, assets and undertakings of Keele Medical Properties Ltd. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by a purchase and sale agreement (the "Sale Agreement") between the Receiver and Humber River Medical Centre Inc. (the "Purchaser") dated [REDACTED], 2020 and appended to the Report of the Receiver dated [REDACTED], 2020 (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [REDACTED] sworn [REDACTED] filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement 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 Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Exhibit "A" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Exhibit "B" hereto shall vest absolutely in the Purchaser, 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 (collectively, the "Claims"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Hailey dated March 19, 2019; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Exhibit "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Exhibit "D" hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the appropriate Land Titles Division 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 as the owner of the subject real property identified in Exhibit "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 Exhibit "C" hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications 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 any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor.

the vesting of the Purchased Assets 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 nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other

reviewable 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.

8. 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.

Exhibit A – Form of Receiver’s Certificate

Court File No. <*>

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

VERSABANK

Applicant


- and -

KEELE MEDICAL PROPERTIES LTD.

Respondent



RECEIVER’S CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Honourable Justice Hailey of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated March 19, 2019, MNP Ltd. was appointed as the receiver (the "Receiver") of certain property, assets and undertakings of Keele Medical Properties Ltd. (the "Debtor").

B. Pursuant to an Order of the Court dated , 2020, the Court approved the purchase and sale agreement dated <*>, 2018 (the "Sale Agreement") between the Receiver and Humber River Medical Centre Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at  on , 2020

MNP Ltd., in its capacity as the Court-appointed receiver of certain property, assets and undertakings of Keele Medical Properties Ltd., and not in its personal capacity

Per: _____

Name:

Title:

Exhibit B – Purchased Assets



Exhibit C – Claims to be deleted and expunged from title to Real Property

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To

**Exhibit D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

SPECIFIC PERMITTED ENCUMBRANCES

Nil.

<TO BE CONFIRMED>

GENERAL PERMITTED ENCUMBRANCES

1. Any municipal by-laws or regulations affecting the Real Property or its use and any other municipal land use instruments including without limitation, official plans and zoning and building by-laws, as well as decisions of the committee of adjustment or any other competent authority permitting variances therefrom, and all applicable building codes;
2. Registered agreements with any municipal, provincial or federal governments or authorities and any public utilities or private suppliers of services, including without limitation, subdivision agreements, development agreements, engineering, grading or landscaping agreements and similar agreements; provided same have been complied with or security has been posted to ensure compliance and completion as evidenced by a letter from the relevant authority or regulated utility;
3. Any unregistered easement, right-of-way, agreements or other unregistered interest of claims not disclosed by registered title provided same does not materially impact the Purchaser's intended use of the Purchased Assets;
4. Any encroachments or other discrepancies that might be revealed by an up-to-date plan of survey of the Real Property;
5. Such other minor encumbrances or defects in title which do not, individually or in the aggregate, materially affect the use, enjoyment or value of the Real Property or any part thereof, or materially impair the value thereof;
6. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute; and
7. The following exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*: paragraphs 7, 8, 9, 10, 12 and 14.

SCHEDULE "C"

LEGAL DESCRIPTION OF PURCHASED PROPERTY

2701 Keels Street, Toronto, Ontario

PART OF LOT 10 CONCESSION 3, WEST OF YONGE STREET, DESIGNATED PART 8 PLAN 66R-22243; S/T AN EASE IN GROSS OVER PART 8 PLAN 66R-22243 AS IN AT-960112. T/W AN EASEMENT OVER PARTS 1,2,3 ON 66R-22508 AS SET OUT IN AT1556071. PIN 10235-1369(LT)

2737 Keele Street, Toronto, Ontario

UNIT 1, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0538 (LT)

UNIT 11, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0548 (LT)

UNIT 12, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0549 (LT)

UNIT 13, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0550 (LT)

UNIT 14, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0551 (LT)

UNIT 15, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "N" OF DECLARATION NO. AT1223533 PIN 12786-0552 (LT)

UNIT 16, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0553 (LT)

UNIT 17, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0554 (LT)

UNIT 18, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0555 (LT)

UNIT 19, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0556 (LT)

UNIT 20, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0557 (LT)

UNIT 21, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0558 (LT)

UNIT 22, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0559 (LT)

UNIT 23, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0560 (LT)

UNIT 24, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0561 (LT)

UNIT 25, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0562 (LT)

UNIT 26, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0563 (LT)

UNIT 27, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0564 (LT)

UNIT 28, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0565 (LT)

UNIT 29, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0566 (LT)

UNIT 30, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0567 (LT)

UNIT 31, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0568 (LT)

UNIT 32, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0569 (LT)

UNIT 33, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0570 (LT)

UNIT 34, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0571 (LT)

UNIT 35, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0572 (LT)

UNIT 36, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0573 (LT)

UNIT 37, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0574 (LT)

UNIT 38, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0575 (LT)

UNIT 39, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0576 (LT)

UNIT 40, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0577 (LT)

UNIT 41, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0578 (LT)

UNIT 42, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0579 (LT)

UNIT 43, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0580 (LT)

UNIT 44, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0581 (LT)

UNIT 45, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0582 (LT)

UNIT 46, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3,

WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0583 (LT)

UNIT 47, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0584 (LT)

UNIT 48, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0585 (LT)

UNIT 49, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0586 (LT)

UNIT 50, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0587 (LT)

UNIT 51, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0588 (LT)

UNIT 86, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0623 (LT)

UNIT 384, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0921 (LT)

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0001 (LT)

UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0002 (LT)

UNIT 3, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0003 (LT)

UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0004 (LT)

UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0005 (LT)

UNIT 6, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0006 (LT)

UNIT 7, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0007 (LT)

UNIT 8, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0008 (LT)

UNIT 9, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0009 (LT)

UNIT 10, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0010 (LT)

UNIT 11, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0011 (LT)

UNIT 12, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0012 (LT)

UNIT 13, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0013 (LT)

UNIT 14, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0014 (LT)

UNIT 15, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0015 (LT)

UNIT 16, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0016 (LT)

UNIT 17, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0017 (LT)

UNIT 18, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0018 (LT)

UNIT 19, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0019 (LT)

UNIT 20, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0020 (LT)

UNIT 21, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0021 (LT)

UNIT 22, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "N" OF DECLARATION NO. AT1223533 PIN 12786-0022 (LT)

UNIT 23, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3,
(L178772.2)

WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0023 (LT)

UNIT 24, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0024 (LT)

UNIT 25, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0025 (LT)

UNIT 26, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0026 (LT)

UNIT 27, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0027 (LT)

UNIT 28, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0028 (LT)

UNIT 29, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0029 (LT)

UNIT 30, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0030 (LT)

UNIT 31, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0031 (LT)

UNIT 66, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0066 (LT)

UNIT 67, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0067 (LT)

UNIT 68, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0068 (LT)

UNIT 69, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0069 (LT)

UNIT 70, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0070 (LT)

UNIT 71, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0071 (LT)

UNIT 72, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0072 (LT)

UNIT 73, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0073 (LT)

UNIT 74, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0074 (LT)

UNIT 75, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0075 (LT)

UNIT 76, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0076 (LT)

UNIT 77, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0077 (LT)

UNIT 78, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0078 (LT)

UNIT 79, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0079 (LT)

UNIT 80, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0080 (LT)

UNIT 81, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0081 (LT)

UNIT 82, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0082 (LT)

UNIT 83, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0083 (LT)

UNIT 84, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0084 (LT)

UNIT 85, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3,

WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0085 (LT)

UNIT 86, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0086 (LT)

UNIT 87, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0087 (LT)

UNIT 88, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0088 (LT)

UNIT 89, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0089 (LT)

UNIT 90, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0090 (LT)

UNIT 91, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0091 (LT)

UNIT 92, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0092 (LT)

UNIT 93, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0093 (LT)

UNIT 94, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0094 (LT)

UNIT 95, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0095 (LT)

UNIT 96, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0096 (LT)

UNIT 97, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0097 (LT)

UNIT 98, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0098 (LT)

UNIT 99, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0099 (LT)

UNIT 100, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0100 (LT)

UNIT 101, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0101 (LT)

UNIT 102, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0102 (LT)

UNIT 103, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0103 (LT)

UNIT 104, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0104 (LT)

UNIT 55, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0163 (LT)

UNIT 56, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0164 (LT)

UNIT 143, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0251 (LT)

UNIT 57, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0308 (LT)

UNIT 15, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0527 (LT)

UNIT 16, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0528 (LT)

UNIT 1, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0530 (LT)

UNIT 2, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0531 (LT)

UNIT 3, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0532 (LT)

UNIT 5, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3,

WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0534 (LT)

UNIT 6, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; SIT AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0535 (LT)

UNIT 8, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0537 (LT)

UNIT 193, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0730 (LT)

UNIT 2, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0539 (LT)

TAB 2H

Keele Medical Properties Inc.
Interim Statement of Receipts and Disbursements
To June 30, 2020

Receipts

Deposit - Humber sale	\$	250,000
Rental income		511,409
Cash in bank		88,799
Refunds		203
Interest		2,091
Net HST		15,232
	\$	867,735

Disbursements

Condo fees	\$	103,631
Property taxes		34,045
Property manager		16,700
Property consultants		2,150
Repairs and maintenance		22,136
Appraisal		8,500
Insurance		7,181
Collection fees (legal)		7,865
Search fees		136
Filing fee		70
	\$	202,415

Legal fees	\$	57,086
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Net Receipts	\$	608,234
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TAB 21

Court File No. CV-19-615690-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
[COMMERCIAL LIST]

B E T W E E N:

VERSABANK

Plaintiff

and

KEELE MEDICAL PROPERTIES LTD.

Defendants

AFFIDAVIT OF ROB SMITH
(Sworn June 30, 2020)

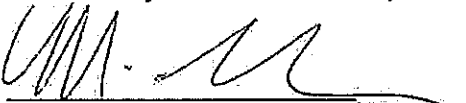
I, Rob Smith, of the city of London, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:


1. I am a Senior Vice President and Licensed Insolvency Trustee at MNP Ltd. (“MNP”) and, as such, I have knowledge of the matters to which I hereinafter depose.
2. MNP was appointed as receiver (the “Receiver”), without security, of all of the assets, undertakings and properties of Keele Medical Properties Ltd. by the Ontario Superior Court of Justice on March 19, 2019.
3. The Receiver has prepared a Statement of Account in connection with its appointment as Receiver, detailing its services rendered and disbursements, namely:
 - (a) an account dated June 30, 2020 for the period from March 5, 2019 to June 30, 2020. Attached hereto and marked as Exhibit “A” to this my Affidavit, is a copy of the Statement of Account. The average hourly rate is \$367.01.

4. To the best of my knowledge the rates charged by MNP in connection with the within matter are comparable to the rates charges by other insolvency professionals in the Southwestern Ontario market for the provision of similar services.

5. This Affidavit is made in support of a motion to, inter alia, approve the fees and disbursements of the Receiver.

SWORN before me at the City of)
London, in the Province of Ontario)
This 30th day of June 2020.)


A Commissioner, etc.)



Rob Smith

Melanie Rachelle Fuller, a Commissioner, etc.,
Province of Ontario, for MNP Ltd.
Expires March 20, 2022.

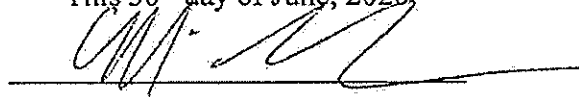
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF ROB SMITH

Sworn before me

This 30th day of June, 2020.



Commissioner for taking Affidavits, etc

Melanie Rachelle Fuller, a Commissioner, etc.,
Province of Ontario, for MNP Ltd.
Expires March 20, 2022.



Invoice

Invoice Number : 0

Client Number : 0758856

Invoice Date : Jun 30 2020

Invoice Terms : Due Upon Receipt

Keele Medical Properties Ltd.
 MNP Ltd.
 1002-148 Fullarton Street
 London, ON N6A 5P3

For Professional Services Rendered :

For professional services rendered in our capacity as Court Appointed Receiver of Keele Medical Properties Ltd. to June 30, 2020.

<u>Name</u>	<u>Hours</u>		
Senior Vice-President Rob Smith	97.9		
Vice-President Brendan Hinton	34.7		
Manager Michael Litwack	7.9		
Administrative	<u>47.9</u>		
Total Professional Fees	188.4		69,144.40
Plus Disbursements			170.44
		Sub Total :	<u>69,314.84</u>
		Harmonized Sales Tax :	<u>9,010.93</u>
		Total (CAD) :	<u>78,325.77</u>

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees
 148 FULLARTON STREET, SUITE 1002; LONDON ON; N6A 5P3
 P: (519) 681-3328 F: (519) 964-2210 www.MNP.ca

Receivership of Keele Medical Properties Ltd.
WIP Report to June 30, 2020

Date	Description	Units	Amount	Notes
15-Apr-2019	Alexandra Ramos	0.1	14.20	revised mailing affidavit
10-Jun-2019	Alexandra Ramos	1.0	145.00	work with B. Hinton, prepare rent role list and sheet to track rent cheques and income
26-Jun-2019	Alexandra Ramos	1.0	145.00	input rent cheques into rent tracker
27-Jun-2019	Alexandra Ramos	0.2	29.00	review correspondence and discuss with Esbin
10-Jul-2019	Alexandra Ramos	0.2	29.00	request cheque for legal invoice
24-Jul-2019	Alexandra Ramos	2.5	362.50	receive and input August rent cheques, prepare deposit summary
25-Jul-2019	Alexandra Ramos	3.0	435.00	prepare summary of o/s property taxes for each unit rented and vacant
25-Jul-2019	Alexandra Ramos	1.0	145.00	email to City requesting the original tax arrears statements; complete deposit; email to Esbin property regarding a duplicate cheque received
29-Jul-2019	Alexandra Ramos	0.2	29.00	requests cheques to pay invoices received
28-Aug-2019	Alexandra Ramos	2.0	290.00	prepared September rent deposit summary and update tracker sheet, scan and email copies to the property manager of Keele
16-Sep-2019	Alexandra Ramos	0.2	29.00	email Esbin re NSF payment
26-Sep-2019	Alexandra Ramos	1.5	217.50	received rent cheques for Oct. prepared deposit to give to Anne
02-Oct-2019	Alexandra Ramos	0.2	29.00	cheque request
17-Oct-2019	Alexandra Ramos	0.2	29.00	cheque request
05-Nov-2019	Alexandra Ramos	1.5	217.50	summarize November rent cheques
14-Nov-2019	Alexandra Ramos	0.2	29.00	mail cheques
18-Nov-2019	Alexandra Ramos	0.2	29.00	cheque request
27-Nov-2019	Alexandra Ramos	0.5	72.50	review tax arrears summary with R. Smith
03-Dec-2019	Alexandra Ramos	0.2	29.00	cheque requests
05-Dec-2019	Alexandra Ramos	1.0	145.00	summarize December rent cheques
10-Dec-2019	Alexandra Ramos	1.5	217.50	prepare summary of all disbursements, gather backup, email same to Esbin
11-Dec-2019	Alexandra Ramos	0.1	14.50	email Esbin regarding NSF cheque received
15-Jan-2020	Alexandra Ramos	1.5	217.50	summarize and prepare rent cheque deposit
03-Feb-2020	Alexandra Ramos	1.5	217.50	summarize and prepare rent cheque deposit
02-Mar-2020	Alexandra Ramos	1.5	217.50	summarize and prepare rent cheque deposit
02-Apr-2020	Alexandra Ramos	1.5	217.50	summarize and prepare rent cheque deposit
27-Apr-2020	Alexandra Ramos	0.2	29.00	cheque request
29-Apr-2020	Alexandra Ramos	0.2	29.00	cheque request
04-May-2020	Alexandra Ramos	1.2	174.00	summarize and prepare rent cheque deposit
11-May-2020	Alexandra Ramos	0.2	29.00	cheque request
21-May-2020	Alexandra Ramos	0.2	29.00	cheque request
27-May-2020	Alexandra Ramos	0.8	116.00	cheque request - PBI deposit
27-May-2020	Alexandra Ramos	0.8	116.00	gather bank statements and send to Esbin for receivable reconciliation
27-May-2020	Alexandra Ramos	0.1	14.50	email to Esbin to clarify cheque received
02-Jun-2020	Alexandra Ramos	1.2	174.00	summarize and prepare rent cheque deposit
18-Jun-2020	Alexandra Ramos	1.0	149.00	responded and followed up on rent cheques as well as sent requisitions to Anne for payment
08-Jun-2020	Alexandra Ramos	1.0	149.00	scan and email all disbursement supporting documents and send to Esbin
08-Jun-2020	Alexandra Ramos	0.2	29.80	respond to Esbin questions re rent
16-Jun-2020	Alexandra Ramos	0.2	29.80	cheque request
		31.2	4,533.30	
12-Apr-2019	Anne Nelligan	0.3	42.60	banking, setting up account in ascend and transferring file
18-Apr-2019	Anne Nelligan	0.3	42.60	banking
22-Apr-2019	Anne Nelligan	0.2	28.40	prepare cheque

Receivership of Keele Medical Properties Ltd.
 WIP Report to June 30, 2020

Date	Description	Units	Amount	Notes
24-Apr-2019	Anne Nelligan	0.2	28.40	banking
10-May-2019	Anne Nelligan	0.2	28.40	prepare cheque
03-Jun-2019	Anne Nelligan	0.2	33.60	banking
07-Jun-2019	Anne Nelligan	0.2	33.60	investigate NSF and advise R. Smith of same
11-Jun-2019	Anne Nelligan	0.2	33.60	prepare cheque
17-Jun-2019	Anne Nelligan	0.3	50.40	post deposit
17-Jun-2019	Anne Nelligan	0.2	33.60	email about clearing item
02-Jul-2019	Anne Nelligan	0.2	33.60	prepare cheque
04-Jul-2019	Anne Nelligan	0.3	50.40	banking
05-Jul-2019	Anne Nelligan	0.1	16.80	prepare cheque
09-Jul-2019	Anne Nelligan	0.2	33.60	banking
10-Jul-2019	Anne Nelligan	0.2	33.60	prepare cheque
26-Jul-2019	Anne Nelligan	0.4	67.20	banking
26-Jul-2019	Anne Nelligan	0.2	33.60	prepare cheque
29-Jul-2019	Anne Nelligan	0.2	33.60	prepare cheque
07-Aug-2019	Anne Nelligan	0.2	33.60	prepare cheque
26-Aug-2019	Anne Nelligan	0.2	33.60	prepare cheque
28-Aug-2019	Anne Nelligan	0.2	33.60	prepare cheque
29-Aug-2019	Anne Nelligan	0.4	67.20	banking
10-Sep-2019	Anne Nelligan	0.2	33.60	banking
11-Sep-2019	Anne Nelligan	0.1	16.80	respond to question on cheques
13-Sep-2019	Anne Nelligan	0.2	33.60	prepare cheque
16-Sep-2019	Anne Nelligan	0.2	33.60	prepare cheque
27-Sep-2019	Anne Nelligan	0.3	50.40	banking
29-Oct-2019	Anne Nelligan	0.2	33.60	prepare cheque
06-Nov-2019	Anne Nelligan	0.4	67.20	banking
20-Nov-2019	Anne Nelligan	0.2	33.60	investigate duplicate cheque
26-Nov-2019	Anne Nelligan	0.2	33.60	prepare cheque
03-Dec-2019	Anne Nelligan	0.2	33.60	prepare cheque
04-Dec-2019	Anne Nelligan	0.1	16.80	void chq
06-Dec-2019	Anne Nelligan	0.3	50.40	banking
13-Dec-2019	Anne Nelligan	0.2	33.60	banking
03-Jan-2020	Anne Nelligan	0.2	33.60	prepare cheque
16-Jan-2020	Anne Nelligan	0.2	33.60	banking
12-Feb-2020	Anne Nelligan	0.2	33.60	prepare cheque
20-Feb-2020	Anne Nelligan	0.4	67.20	call and looking into invoices
25-Feb-2020	Anne Nelligan	0.2	33.60	banking
03-Mar-2020	Anne Nelligan	0.2	33.60	prepare cheque
05-Mar-2020	Anne Nelligan	0.2	33.60	prepare cheque
10-Mar-2020	Anne Nelligan	0.2	33.60	prepare cheque
27-Apr-2020	Anne Nelligan	0.2	33.60	banking
29-Apr-2020	Anne Nelligan	0.4	67.20	banking
01-May-2020	Anne Nelligan	0.4	67.20	prepare cheque
06-May-2020	Anne Nelligan	0.2	33.60	banking
13-May-2020	Anne Nelligan	0.2	33.60	prepare cheque
20-May-2020	Anne Nelligan	0.2	33.60	banking

Receivership of Keele Medical Properties Ltd.
WIP Report to June 30, 2020

Date	Description	Units	Amount	Notes
28-May-2020	Anne Nelligan	0.2	33.60	prepare cheque
01-Jun-2020	Anne Nelligan	0.2	34.40	prepare cheque
02-Jun-2020	Anne Nelligan	0.3	51.60	banking
08-Jun-2020	Anne Nelligan	0.2	34.40	email about chq's
18-Jun-2020	Anne Nelligan	0.2	34.40	prepare cheque
19-Jun-2020	Anne Nelligan	0.2	34.40	prepare cheque
		12.6	2,090.00	
13-May-2019	Brendan Hinton	1.5	525.00	Communicate with realtors and appraisers to solicit proposals and quotes.
14-May-2019	Brendan Hinton	2.0	700.00	Communicate with appraisers and realtors to answer multiple queries regarding property. Review file to gather additional materials to assist professional in assessing opportunity.
15-May-2019	Brendan Hinton	2.5	875.00	Prepare information and edit historical appraisal information for realtors. F/u and communicate with realtors and appraisers to solicit proposals and quotes. Answer multiple queries. Meet with R. Smith to discuss. Draft communication re: parking issue.
16-May-2019	Brendan Hinton	1.0	350.00	Review appraiser's quote and communicate on approach. F/u and discussion. Draft communicate for clarification.
21-May-2019	Brendan Hinton	1.5	525.00	Discussions with realtors and answer queries. Compile information and property details for realtors.
24-May-2019	Brendan Hinton	1.2	420.00	Conference call with appraiser and realtor. F/u and address queries. Compile and deliver additional materials.
27-May-2019	Brendan Hinton	1.2	420.00	Deal with appraiser and realtor information requests. Compile additional property information. Draft responses.
28-May-2019	Brendan Hinton	2.0	700.00	Compile additional information for realtors and appraisers. Answer multiple calls and queries regarding property. Communicate with property manager. Draft communication to respond to information requests.
29-May-2019	Brendan Hinton	0.8	280.00	Communicate with appraiser and realtors to answer queries on operating results. Communication with former bookkeeper. Obtain operating budget and circulate among professionals. Answer calls from realtors.
30-May-2019	Brendan Hinton	0.5	175.00	Calls with appraiser to answer f/u queries regarding property. Obtain details from property manager. Calls from realtors.
03-Jun-2019	Brendan Hinton	0.7	252.00	Respond to multiple queries from appraiser and compile additional financial information.
04-Jun-2019	Brendan Hinton	1.0	360.00	Meet with Alex and prepare rent roll. Communicate with realtors and appraiser on status of proposals.
06-Jun-2019	Brendan Hinton	0.4	144.00	F/u with property manager to answer questions from realtors and appraisers.
11-Jun-2019	Brendan Hinton	1.0	360.00	Review proposals and mark up with questions. Communicate with Avison for update.
12-Jun-2019	Brendan Hinton	0.5	180.00	Communicate with realtors and address proposals.
13-Jun-2019	Brendan Hinton	1.5	540.00	Review proposal and draft questions to realtors. F/u and discussion leasing questions/concerns with realtors.
19-Jun-2019	Brendan Hinton	1.3	468.00	Deal with Banking matter. F/u on realtor queries. Deal with rent roll in AM and apportioning costs.
20-Jun-2019	Brendan Hinton	0.4	144.00	F/u with Janterra re: status of appraisal.
24-Jun-2019	Brendan Hinton	1.0	360.00	Review draft real property appraisal and notes for R. Smith. F/u with Janterra.
26-Jun-2019	Brendan Hinton	0.6	216.00	review AR schedule, instruction to A. Ramos re posting
27-Jun-2019	Brendan Hinton	1.5	540.00	Review condo fees and prepare schedule summarizing cost and proportioning debt to pre and post periods. Review property tax info and provide direction to A Ramos to reconcile.
08-Jul-2019	Brendan Hinton	0.6	216.00	Meet with A. Ramos to review rents collected and roll.
10-Jul-2019	Brendan Hinton	0.6	216.00	Communicate with appraiser and realtors. F/u on rent matters with A. Ramos. Deal with banking matter.
15-Jul-2019	Brendan Hinton	1.5	540.00	Communicate with prospective realtors. Summarize proposal and terms.
17-Jul-2019	Brendan Hinton	1.0	360.00	Deal with tax matter.
24-Jul-2019	Brendan Hinton	0.4	144.00	Look at rent reconciliation and assist A. Ramos.
29-Jul-2019	Brendan Hinton	1.8	648.00	Prepare interim statement and budget. Revise condo corp fee schedule. Write to city and bailiff.

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Date	Description	Units	Amount	Notes
30-Jul-2019	Brendan Hinton	0.4	144.00	F/u and address correspondence from bailiff.
01-Aug-2019	Brendan Hinton	0.3	108.00	Review banking.
20-Aug-2019	Brendan Hinton	0.5	180.00	Communicate with counsel for condo corporation re: current fees. Reconcile account.
26-Aug-2019	Brendan Hinton	0.4	144.00	Communicate with condo corp's counsel and reconcile fees for August.
03-Sep-2019	Brendan Hinton	0.5	180.00	Deal with City of Toronto query. Draft response to address receivership queries.
10-Sep-2019	Brendan Hinton	0.6	216.00	Call with listing agent and discussion.
16-Sep-2019	Brendan Hinton	0.6	216.00	Call with listing agent and discussion.
23-Sep-2019	Brendan Hinton	0.2	72.00	Deal with banking matter.
30-Sep-2019	Brendan Hinton	0.5	180.00	F/u on banking matter.
11-Feb-2020	Brendan Hinton	0.7	276.50	Review Esbin communication. Complete metering forms. Look at file and f/u with R. Smith on action items.
		34.7	12,374.50	
07-May-2019	Heather Ursaki	0.1	14.20	Uploaded French translation to corp engagements site
20-Mar-2019	Jessie Hue	1.1	234.30	Initial create website posting. IT request for friendly URL as per Court Order, request for email account set up and file administration.
21-Mar-2019	Jessie Hue	0.2	42.60	T/c with Jamil and forward for direction to M. Litwack.
22-Mar-2019	Jessie Hue	0.3	63.90	Email account correction with TD re. M. Litwack.
27-Mar-2019	Jessie Hue	0.4	85.20	Update website and posting, t/c with the OSB requesting appointment order, prepare fax cover and fax.
28-Mar-2019	Jessie Hue	0.3	63.90	Refax appointment order with the OSB and save confirmation to the directory.
02-Apr-2019	Jessie Hue	0.5	106.50	Dealing with creditors.
16-Apr-2019	Jessie Hue	0.3	63.90	Dealing with creditor call.
24-May-2019	Jessie Hue	0.2	42.60	Dealing with creditor call.
19-Aug-2019	Jessie Hue	0.1	21.70	T/c with CRA regarding payroll records, forward call to R. Smith and returned call.
31-Oct-2019	Jessie Hue	0.2	43.40	Dealing with a call and forward voice message to R. Smith.
13-May-2020	Jessie Hue	0.4	86.80	Dealing with potential purchasers inquiries and forward email and calls received to R. Smith.
		4.0	854.80	
18-Mar-2019	Michael Litwack	0.9	323.10	Calls with R Smith; Conference call with R Smith and property management; Review of filing materials and background information; Conference call with company counsel; Review of motion materials.
20-Mar-2019	Michael Litwack	1.3	466.70	Call with R Smith; Draft of wording for receivers webpage; Discussion and direction re webpage and email address for estate; Draft of notice to tenants.
21-Mar-2019	Michael Litwack	1.6	574.40	Attended premises to meet with property manager; Call from creditor; Revision to notice to tenants.
22-Mar-2019	Michael Litwack	1.8	646.20	Drafting of 245 report; Emails re property list; Emails re payables list; Review of filing materials.
26-Mar-2019	Michael Litwack	0.3	107.70	Revision to s.245 report and e-mail to R Smith; Email re creditor list for 245 report; Email re notice to tenants.
27-Mar-2019	Michael Litwack	0.1	35.90	Email with R Smith.
29-Mar-2019	Michael Litwack	0.3	107.70	Emails sent to tenants with notice; Emails with tenant re rental increases.
02-Apr-2019	Michael Litwack	0.2	71.80	Emails re direction to J Hue to call tenant re payment of rent.
04-Apr-2019	Michael Litwack	0.2	71.80	Emails re rent increase.
15-Apr-2019	Michael Litwack	0.3	107.70	Emails and discussion re appraisers; Call from J Ordon; Email re Hilco.
24-Apr-2019	Michael Litwack	0.1	35.90	Call from tenant.
30-Apr-2019	Michael Litwack	0.1	35.90	Call to R Smith
03-May-2019	Michael Litwack	0.5	179.50	Emails re listing brokerages.
13-May-2019	Michael Litwack	0.2	71.80	Call from CBRE
		7.9	2,836.10	

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Date	Description	Units	Amount	Notes
05-Mar-2019	Rob Smith	0.8	364.00	prepare and email receiver consent; conference call with HP, A&B and G. Phoenix, follow up call with G. Phoenix
11-Mar-2019	Rob Smith	0.2	91.00	email to R. Singh re docs prior to possession
13-Mar-2019	Rob Smith	0.3	136.50	call with R. Singh re background on condo corp issue
18-Mar-2019	Rob Smith	1.8	819.00	call with Ross and Claire Lyndon (property managers); review court motion material
19-Mar-2019	Rob Smith	0.5	227.50	review portions of Esposito appraisal to understand property descriptions
20-Mar-2019	Rob Smith	4.4	2,002.00	instruction for prep of tenant letter, 245 notice and website; prepare RC59 and email same to Raj for signature; letter to insurance company; email to Cushman Wakefield; review property manager contract, send same to G. Phoenix for his review; call with Hogan re history with property manager and listing agent; review draft tenant letter; email court order to property manager; review AR, AP and trial balance
21-Mar-2019	Rob Smith	3.0	1,365.00	attend at Keele Medical, meet with Claire & Peter from Esbin, call with M. Betel (Cushman Wakefield)
22-Mar-2019	Rob Smith	2.3	1,046.50	info request to Esbin; call with G. Phoenix to update on site visit and concerns; review Loopstra suggested changes to property management agreement, add further changes and email same to Esbin; review email and listing history from M. Betel (Cushman Wakefield); review and sign tenant letter, instruction to M. Litwack to email out; email to Esbin re units on floors 3, 10 and 11; execute document for registration on title
25-Mar-2019	Rob Smith	0.3	136.50	call with JP Baker from Versa re current situation, appraisal, leasing agent, parking
26-Mar-2019	Rob Smith	0.6	273.00	add secured creditors to creditor list; review/edit 245 notice and give instruction for mailout
28-Mar-2019	Rob Smith	0.5	227.50	conf call with Gowlings and Loopstra Nixon, follow up call with Loopstra Nixon
29-Mar-2019	Rob Smith	0.2	91.00	call from Esbin re rent cheques and changes to agreement
02-Apr-2019	Rob Smith	2.0	910.00	follow up call to Partners Indemnity re confirmation of coverage; fax RC59 and 0002 account request to HST; review amendments to PM agreement from Esbin, fix formatting and finalize report, execute same and email to Esbin; email from Esbin re Mennonite request for 2 year extension to lease; follow up email to Betel from Cushman Wakefield re suggested price and potential purchaser from R. Singh (Par-Med)
03-Apr-2019	Rob Smith	0.3	136.50	call and letter to HSBC re bank freeze
06-Apr-2019	Rob Smith	0.5	227.50	review correspondence and files re Regency Rehab AR, letter and call to H&H re continuing to try and settle
08-Apr-2019	Rob Smith	0.5	227.50	call from HSBC re pre-receivership account, respond to follow up email confirming draft pick up; update call re condo lien and settlement with G. Phoenix
09-Apr-2019	Rob Smith	0.3	136.50	call with G. Phoenix re comments from A&B/GT on appraisal, listing agent, condo lien
10-Apr-2019	Rob Smith	1.1	500.50	review Harris & Harris letter and account re Regency Rehab AR, letter and call to H&H re continuing to try and settle account; review remaining receivables and email to Esbin re same; call with R. Singh re R Rehab and potential 2018 property tax rebate; email to C. Giamou at Medallion Capital re affidavit in support of property tax reduction; review all other condo corp, financial and tenant info received from Esbin
11-Apr-2019	Rob Smith	1.1	500.50	AR update from Esbin, respond with instructions for delinquent accounts; attend at HSBC for bank draft; instructions for property appraisal; follow up on insurance; email correspondence with C. Giamou from Medallion Capital re affidavit for property tax rebate; emails with Esbin and Raj re rent from Westmount Keele
15-Apr-2019	Rob Smith	1.6	728.00	review vacancy letter and affidavit from Medallion, request to Raj to sign affidavit; draft letter to Westmount Keele, email copy to Esbin with instruction to start charging rent; review Muzychka offer, prepare draft schedule B to attach to APS and forward both to Loopstra Nixon for comment
16-Apr-2019	Rob Smith	1.3	591.50	call with Cushman Wakefield re offer and suggested sign back; email to Harrison Pensa and Aird & Berlis re offer and suggested sign back; call with Joe Irada (3rd mortgage holder) re Westmount Keele occupancy, condo corp lien, potential to buy out Versa or submit offer to purchase; call with T. Lambert (Loopstra Nixon) re Schedule B to listing agreement and offer sign back; call with Aird & Berlis re offer sign back, parking issue, listing strategy

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Date	Description	Units	Amount	Notes
17-Apr-2019	Rob Smith	0.9	409.50	instruction to M. Litwack re appraisals and listing proposals; review Loopstra Nixon changes to sched B; prepare sign back of Muzychka offer and send back to Cushman Wakefield; prepare schedule to track offers and related activity
18-Apr-2019	Rob Smith	1.6	728.00	respond to T. Hogan email to update on strategy; review R. Singh affidavit re vacancy rebate and forward to Medallion; create schedule to track rental income, record April rents received; email to Esbin to clarify AMS cheque; email to HSBC to request April account statement; review HSBC account statement for April and email to Esbin re same; review confirmation MNP added as named insured to insurance policy
22-Apr-2019	Rob Smith	0.3	136.50	email from Esbin clarifying April 1 direct deposit, post journal entry to reallocate income and HST from cash on hand; email to R. Singh re affidavits/application record for claim against CC (as requested by LN)
23-Apr-2019	Rob Smith	0.2	91.00	email exchange with Esbin re demand on Dolphin Medic
25-Apr-2019	Rob Smith	0.7	318.50	review Regency Rehab correspondence file, draft letter to Brandon Meiklejohn (RR counsel); call from Euro Imports (tenant)
29-Apr-2019	Rob Smith	0.3	136.50	call with Norman Ronski re Regency Rehab receivable
02-May-2019	Rob Smith	0.3	136.50	call from Joe Iradi (3rd mortgage)
14-May-2019	Rob Smith	0.2	91.00	respond to Versa request for update
15-May-2019	Rob Smith	1.5	682.50	respond to update request from I. Aversa; review summary of condo corp lien and settlement from Loopstra Nixon; review condo corp bylaws, settlement, reason for judgement docs re cc obligations to provide parking
23-May-2019	Rob Smith	1.1	500.50	email to N. Ronski to f/u on regency rehab receivable; call and email from Ronski to provide updates; read letter from Ronski to Regency Rehab counsel; emails to A7B and Versa re property appraisal; call to J. Iradi re parking issue and tabled settlement, call to G. Phoenix to update and discuss possible settlement of CC lien
24-May-2019	Rob Smith	0.6	273.00	respond to T. Hogan request for update; emails with Esbin re Dr. Barrett rent; email to Dr. Barrett re rent
27-May-2019	Rob Smith	0.2	91.00	call from Versa re status of CC lien and judgement
27-May-2019	Rob Smith	0.1	45.50	bank rec
28-May-2019	Rob Smith	0.1	45.50	April bank rec
29-May-2019	Rob Smith	0.3	136.50	call with Cushman Wakefield re status of listing and marketing going forward
30-May-2019	Rob Smith	0.3	136.50	emails and call from Joe Iradi re potential purchaser group and requested documents, email to Cushman Wakefield re confidentiality agreement; follow-up email to Loopstra Nixon re settlement of cc lien
03-Jun-2019	Rob Smith	0.2	93.00	calls/emails with Joe Iradi re potential offer, email to Cushman Wakefield re confidentiality agreement
04-Jun-2019	Rob Smith	0.8	372.00	call with G. Phoenix re condo corp settlement; review G. Phoenix draft letter to Gowlings re CC settlement and provide comments
07-Jun-2019	Rob Smith	0.4	186.00	emails with Esbin re tenants abandoning lease; email to Esbin re bounced rent cheque; brief update email to T. Hogan
17-Jun-2019	Rob Smith	1.1	511.50	emails with Esbin re required sprinkler repairs, review quotes, authorize same; emails re clean up to cafe unit; call with counsel to condo corps and G. Phoenix re lien and \$12 million action, follow up call with G. Phoenix
18-Jun-2019	Rob Smith	0.3	139.50	call with Clair at Esbin re condo corp fees, vacancies, property taxes
21-Jun-2019	Rob Smith	0.5	232.50	call with counsel to condo corp re potential for settlement; follow up call with G. Phoenix re same
25-Jun-2019	Rob Smith	0.9	418.50	review letter and package from counsel to Regency Rehab and response sent from Harris + Harris; return R. Singh voicemail; email to N. Ronski re response to Meiklejohn
02-Jul-2019	Rob Smith	0.3	139.50	call with Esbin re required A/C repairs; call from N. Ronski re Regency Rehab collection efforts
10-Jul-2019	Rob Smith	0.3	139.50	call with Esbin re non-paying tenants and potential new lease for cafe
11-Jul-2019	Rob Smith	0.3	139.50	call with J. Iradi re potential offer, condo corp, rented unit, update to Esbin re same
17-Jul-2019	Rob Smith	0.9	418.50	update email to I. Aversa; review letter from CRA re HST audit, review CRA file and email to Esbin and Raj to request info required for audit
22-Jul-2019	Rob Smith	0.1	46.50	bank reconciliation

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Date	Description	Units	Amount	Notes
22-Jul-2019	Rob Smith	1.1	511.50	email exchange with Esbin re Bacci request to remove freezer; follow up to G. Phoenix re CC settlement response; review settlement response letter from Gowlings; email update to Versabank and A&B re settlement, listing proposals and next steps
23-Jul-2019	Rob Smith	0.4	186.00	email from accountant for Regent Medical, review lease and demands and call with Esbin to discuss, draft response
24-Jul-2019	Rob Smith	0.3	139.50	emails from Hera Nandlal re Regent lease, respond to same
25-Jul-2019	Rob Smith	1.0	465.00	review HST info from Esbin, letter to CRA to respond to HST audit and provide requested info
26-Jul-2019	Rob Smith	0.7	325.50	emails from Esbin re common area for units 25, 26 and 27, email to G. Phoenix re same; review accounting of lien from condo corps, email o G. Phoenix re same
29-Jul-2019	Rob Smith	0.1	46.50	bank rec
29-Jul-2019	Rob Smith	2.1	976.50	review property tax summary, email to A&B and Versa re same; call with Hogan re condo corp lien and history; review condo corp statement of account, call with G. Phoenix re same; call with Ian Aversa re listing strategy; review statement of receipts and disbursements and forecast to October 31, requested by Versa, email same
01-Aug-2019	Rob Smith	0.8	372.00	email from Esbin re required HVAC maintenance; call with Claire at Esbin re tenants vacating premises, demand letters, need for new tenants, etc; review damages letters for units 31 and 110
02-Aug-2019	Rob Smith	0.5	232.50	call from CRA re Harrison Pensa costs claimed on HST return; locate and fax bank agreement to CRA to address same
07-Aug-2019	Rob Smith	0.4	186.00	email from Esbin re response to demand letter from Heart & Wellness Cardiac, follow up call with C. Lyndon re response and possible settlement
12-Aug-2019	Rob Smith	0.3	139.50	review email from Esbin re Condo Corp history on pylon signs
19-Aug-2019	Rob Smith	0.8	372.00	call from Versabank re update on listing, stalking horse option, condo corp; review lease extension for Mennonite New Life, execute same and request payment of extension fee
25-Aug-2019	Rob Smith	0.4	186.00	email from Hogan re condo corp statements, review reasons for judgement and respond to Hogan; email to Esbin re payments to condo corp since 2015; call with Hogan and Phoenix re amount of lien and priority; review Beker affidavit and exhibits to get backup for condo corp lien amount
27-Aug-2019	Rob Smith	0.3	139.50	call from Esbin; review statement of payments made to CC since 2016
29-Aug-2019	Rob Smith	0.2	93.00	call with G. Phoenix re CC settlement and next steps
04-Sep-2019	Rob Smith	0.2	93.00	emails with Hogan, Esbin and Singh re estimated costs for parking garage upgrade
05-Sep-2019	Rob Smith	1.3	604.50	call with Hogan re settlement and garage door; review all material from R. Singh re garage door; call with Singh re garage door, signage, listing, etc.
06-Sep-2019	Rob Smith	0.1	46.50	emails with Esbin re amendment to Mennonite new life lease extension
06-Sep-2019	Rob Smith	0.1	46.50	July bank rec
09-Sep-2019	Rob Smith	0.3	139.50	call with R. Singh re electrical needs in parking garage and update on quotes, notes to file and email to G. Phoenix re same
13-Sep-2019	Rob Smith	0.2	93.00	review Loopstra Nixon invoice
16-Sep-2019	Rob Smith	0.8	372.00	review records required by CRA for HST/payroll audit, email to Esbin with additional records required; file April to June HST return; review quote summary for garage door from R. Singh, email same to T. Hogan
17-Sep-2019	Rob Smith	0.2	93.00	emails with Esbin maintenance manager re servicing and maintenance required
19-Sep-2019	Rob Smith	0.2	93.00	letter to Ambient request electrical services on credit; emails with Peter at Esbin re Ambient
27-Sep-2019	Rob Smith	0.2	93.00	update email to Versabank
01-Oct-2019	Rob Smith	0.5	232.50	meet with CRA auditor
02-Oct-2019	Rob Smith	0.2	93.00	review HVAC repair invoice and request payment; emails with C. Lyndon re MLS agreement for leases
03-Oct-2019	Rob Smith	0.2	93.00	call from G. Phoenix to update on status of condo corp settlement
04-Oct-2019	Rob Smith	0.1	46.50	August bank rec
04-Oct-2019	Rob Smith	0.5	232.50	review and execute Cushman Wakefield MLS agreement to seek lessors

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Date	Description	Units	Amount	Notes
07-Oct-2019	Rob Smith	0.2	93.00	update call from mortgage investor (Charles Vanderwater)
08-Oct-2019	Rob Smith	0.6	279.00	review, execute and scan MLS data info form for Cushman Wakefield posting to MLS (x 4)
09-Oct-2019	Rob Smith	0.3	139.50	review update on HVAC preventative maintenance and issue with Malvern from Peter at Esbin, responding email to C. Lyndon
28-Oct-2019	Rob Smith	1.8	837.00	emails with M. Betel at Cushman Wakefield re update on lease/purchaser marketing and court approval of sales process; HST return; review settlement agreement and alterations agreement; ymail to G. Phoenix re alterations agreement and electricity; email alterations agreement and drawings to R. Singh for his review and comment; begin drafting response to Versabank requesting update
29-Oct-2019	Rob Smith	0.3	139.50	email from insurance company re snow removal contract, email same to Esbin; update email to Versabank
30-Oct-2019	Rob Smith	0.3	139.50	call from G. Phoenix to discuss alterations agreement, comments from Raj so far, settlement agreement
31-Oct-2019	Rob Smith	0.3	139.50	execute revised Mennonite New Life lease extension; creditor call/email (Behar Group)
01-Nov-2019	Rob Smith	0.3	139.50	call from Rocco Piccinino re prosp purchaser, call to M. Betel re same
04-Nov-2019	Rob Smith	0.4	186.00	respond to Versabank email with questions re prop taxes, condo fees, R&D, etc.; email to insurance company re snow removal
07-Nov-2019	Rob Smith	0.2	93.00	review tenant lease payment ledger; respond to Versabank request for forecast numbers to Dec 31
11-Nov-2019	Rob Smith	1.1	511.50	review and execute snow plow contract, emails with Esbin re same; review changes to settlement and alterations agreement, email to G. Phoenix with requested additions, follow up email to R. Singh re any additional concerns
12-Nov-2019	Rob Smith	0.8	372.00	email from Guido (R. Singh maintenance manager) and pass comments to G. Phoenix re items to be added to alterations agreement; review amendments to alterations agreement from G. Phoenix, minor edits and send back; call from 2nd mortgagor requesting update
22-Nov-2019	Rob Smith	0.7	325.50	review insurance renewal, emails with Esbin re same, request payment of policy premium; email with R. Lyndon (Esbin) re dispute over expiry of Dr. Lee lease
27-Nov-2019	Rob Smith	1.0	465.00	conf call with Versa, HP and G. Phoenix, update property tax statement
05-Dec-2019	Rob Smith	0.9	418.50	prepare R&D and estimate of priorities and December costs; review Dec 1 CC payout statement and prepare comparison to July figures; email to Versa with all of the above
06-Dec-2019	Rob Smith	0.1	46.50	bank rec
09-Dec-2019	Rob Smith	0.4	186.00	email from Esbin, review docs from Freedom mobile requesting amendment to lease terms, email correspondence with Esbin re same
10-Dec-2019	Rob Smith	0.2	93.00	call with Hogan re potential for credit bid
16-Dec-2019	Rob Smith	0.3	139.50	review and execute lease amendment for Freedom Mobile
17-Dec-2019	Rob Smith	0.1	46.50	bank reconciliation
09-Jan-2020	Rob Smith	0.2	93.00	emails with Esbin re repairs to HVAC unit (Laundry on Wheels
10-Jan-2020	Rob Smith	0.6	279.00	review N. Ronski letter and Regency Rehab statement of defence, respond to Ronski and Singh with comments
17-Jan-2020	Rob Smith	0.1	46.50	bank rec
17-Jan-2020	Rob Smith	0.8	372.00	letter from Ronski re costs, and letter from Ronski to opposing counsel re Regency Rehab; review offer to lease from Caffè perfect and comments from Esbin, respond to same; call from Hogan re next steps
20-Jan-2020	Rob Smith	1.3	604.50	review offer to lease and suggested changes from Esbin and CW; call with JP Baker to advise of offer; call with M. Betel to discuss negotiation and sign back; email from T. Hogan re next steps
21-Jan-2020	Rob Smith	0.5	232.50	call with Hogan and Phoenix re alterations agreement
22-Jan-2020	Rob Smith	0.5	232.50	review letter from N. Ronski re regency rehab issue, forward same to R. Singh; email response from Singh; review comments from Esbin and Betel on Caffè offer to lease, respond to same
23-Jan-2020	Rob Smith	0.7	325.50	review amended unit 31 offer to lease document, minor edits, forward to G. Phoenix for comment; emails with Esbin re unit 112 request to sublease

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Date	Description	Units	Amount	Notes
25-Jan-2020	Rob Smith	0.8	372.00	review Loopstra Nixon edits to offer to lease (unit 31), execute offer and send to Betel; review LOI to purchase all units received from Betel, email same to Versa for discussion
30-Jan-2020	Rob Smith	0.4	186.00	email update to Grant Thornton re condo corp, lien claim and potential distribution; respond to M. Betel query re Versabank email
31-Jan-2020	Rob Smith	0.2	93.00	email to Phoenix to address GT query, respond to GT email
03-Feb-2020	Rob Smith	0.7	325.50	review changes to unit 31 OTL, accept same and send back to Esbin; call from M. Betel re offer received; call to T. Hogan re update on CC discussions
04-Feb-2020	Rob Smith	1.3	604.50	review GL, HST return; review letter from N. Ronski re Regency Rehab matter, call with Ronski re same, email to Versa to bring them up to speed on same
06-Feb-2020	Rob Smith	0.5	232.50	emails/call with Esbin re water leakage in unit 31 and heat issue in unit 108, email to Malvern re same; review and execute lease assignment doc for D.Souza unit
10-Feb-2020	Rob Smith	0.5	232.50	review and sign acknowledgements and waivers re PBI (new tenant); call with Betel re new offer, email same to Versa
11-Feb-2020	Rob Smith	0.3	139.50	vmail to JP Bekker re offer received; follow up email to Malvern and Esbin re Dr. Lee unit and other maintenance concerns
12-Feb-2020	Rob Smith	0.5	232.50	emails with Esbin re unit metering; complete Simply Metering form; call with Malvern re water leakier (unit 31) and Dr. Lee's heat issues
14-Feb-2020	Rob Smith	0.7	325.50	email to Versa re priority charges, prepare MNP NDA for interested party
18-Feb-2020	Rob Smith	0.8	372.00	call from G. Phoenix re update on CC agreement and potential sale; update docs on dropbox to share with Versa prosp purchaser
19-Feb-2020	Rob Smith	0.3	139.50	finish drop box, link and email to prosp purchaser
24-Feb-2020	Rob Smith	0.3	139.50	call from Cushman Wakefield
28-Feb-2020	Rob Smith	0.2	93.00	execute PBI lease
02-Mar-2020	Rob Smith	0.3	139.50	review Ronski letter to Meiklejohn
06-Mar-2020	Rob Smith	0.1	46.50	bank rec
09-Mar-2020	Rob Smith	0.3	139.50	execute 4 copies of PBI lease; review new cheques received and send to A. Ramos
11-Mar-2020	Rob Smith	0.1	46.50	emails with prosp purchaser
13-Mar-2020	Rob Smith	0.1	46.50	Jan bank rec
19-Mar-2020	Rob Smith	0.7	325.50	review letter from City of Toronto re 2016 property tax vacancy application, email to Medallion Group re same; high level review of revised condo corp agreements
31-Mar-2020	Rob Smith	0.3	139.50	read and respond to N. Ronski letter
03-Apr-2020	Rob Smith	1.1	511.50	emails with Esbin re requests for lease deferrals; email NDA to King and Benton, update zip drive with DD material
13-Apr-2020	Rob Smith	0.2	93.00	email drop box link to King and Benton
15-Apr-2020	Rob Smith	0.6	279.00	update R&D and estimate of final costs, email to Versa
20-Apr-2020	Rob Smith	0.3	139.50	conf call with
20-Apr-2020	Rob Smith	0.1	46.50	bank rec
21-Apr-2020	Rob Smith	1.1	511.50	prepare form of offer and terms and conditions, send to P. Kyte
23-Apr-2020	Rob Smith	0.4	186.00	review repair invoice, request payment; respond to emails from King and Benton; call with condo corps legal counsel re settlement
24-Apr-2020	Rob Smith	0.2	93.00	emails from N. Ronski
30-Apr-2020	Rob Smith	0.2	93.00	email from Hogan, respond with details re condo fees
05-May-2020	Rob Smith	0.5	232.50	update final R&D with projection and priority payables to June 30, email same to counsel and Versa
06-May-2020	Rob Smith	0.4	186.00	summarize condo fee unit statements from condo corp to confirm fee arrear calculation is correct
13-May-2020	Rob Smith	0.4	186.00	call with prosp purchaser (B. Stoneburgh), send NDA
15-May-2020	Rob Smith	0.1	46.50	email to Esbin re CECRA

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Date	Description	Units	Amount	Notes
22-May-2020	Rob Smith	0.4	186.00	review offer received, forward same to Versa; call with G. Phoenix to discuss; review current rent roll
01-Jun-2020	Rob Smith	1.0	550.00	call with M. Betel re potential purchaser; call with G. Phoenix re APS and next steps; call with C. Lyndon re rent role clean up and CECRA program; draft email to Humber River re APS and current state of S98 agreements
05-Jun-2020	Rob Smith	0.6	330.00	update R&D, review current rent roll and Esbin comments re arrears, email to JP Beker, responding email to D. Goldband requesting update
08-Jun-2020	Rob Smith	0.1	55.00	bank reconciliation
08-Jun-2020	Rob Smith	0.5	275.00	prepare estimated distribution, call with G. Phoenix to discuss next steps for sale
11-Jun-2020	Rob Smith	1.8	990.00	call with G. Phoenix re next steps for purchaser and APS; gather all info required by purchaser, execute APS, email to purchaser re AB, contracts, S98 agreements; respond to purchaser question re receivables; calls with Hogan and Beker re potential distribution, update projected distribution
16-Jun-2020	Rob Smith	0.2	110.00	call with G. Phoenix re settlement and next steps
17-Jun-2020	Rob Smith	0.3	165.00	review and sign final cc settlement agreement
18-Jun-2020	Rob Smith	0.5	275.00	prepare summary of changes to rent role through receivership, sent to C. Lyndon to vet; call with G. Phoenix re update on Fernbrook, approval motion, APS
19-Jun-2020	Rob Smith	4.7	2,585.00	drafting first report to the court; updated PPSA search
20-Jun-2020	Rob Smith	3.1	1,705.00	finish draft of first report and confidential supplement, email same to G. Phoenix for review and comment
22-Jun-2020	Rob Smith	0.2	110.00	respond to Humber requests re Regency Rehab claim
23-Jun-2020	Rob Smith	0.2	110.00	review final version of settlement, execute same
25-Jun-2020	Rob Smith	0.3	165.00	call to G. Phoenix re status of condo corp agreements, court report, timing of motion, etc.
26-Jun-2020	Rob Smith	0.3	165.00	call from Joe Iradi
30-Jun-2020	Rob Smith	0.8	440.00	review comments on first report from G. Phoenix; call with G. Phoenix re settlement and next steps
		97.9	46,441.50	
	Total Professional Fees		188.4	
			69,144.40	
Disbursements				
21-Mar-2019	Parking		5.31	M. Litwack - initial meeting with Esbin
21-Mar-2019	Misc. Disbursements		7.96	R. Smith - initial meeting with Esbin
21-Mar-2019	Parking		157.17	R. Smith - mileage to Keele property for Esbin meeting
	Total Disbursements		170.44	

TAB 2J

Court File No.: CV-19-615690-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
[COMMERCIAL LIST]**

B E T W E E N:

VERSABANK

Applicant

- and -

KEELE MEDICAL PROPERTIES LTD.

Respondent

**AFFIDAVIT OF THOMAS LAMBERT
(sworn July 8, 2020)**

I, THOMAS LAMBERT, of the City of Hamilton, in the Province of Ontario, MAKE OATH AND SAY:

1. I am an associate lawyer employed by Loopstra Nixon LLP (“**Loopstra Nixon**”), solicitors to MNP Ltd. (“**MNP**”), in its capacity as Court-appointed receiver (the “**Receiver**”) in the within proceeding. Accordingly, I have knowledge of the matters I hereinafter depose to. Where I do not have first-hand knowledge of the matters to which I hereinafter depose, I’ve stated the source of the information and verily believe it to be true.
2. Attached collectively hereto as Exhibit “A” are true copies of the Statement of Accounts of Loopstra Nixon in respect of services rendered to the Receiver for the period of October 10, 2018 through May 31, 2020 (the “**Billing Period**”). During the Billing Period, the total fees billed were \$51,383.50, plus disbursements of \$5,702.43 and applicable taxes of \$7,421.16, for an aggregate amount of \$64,507.09.
3. As set out in the following table, 115.4 hours were billed by Loopstra Nixon during the Billing Period, resulting in an average hourly rate of \$445.26, exclusive of taxes:

Name of Professional	Total Hours	Hourly Rate (\$)
R. Graham Phoenix Partner (2006)	6.6	475
	45.5	525
	24.1	550
Thomas P. Lambert Associate (2016)	29.1	300
Stefan M. Radovanovich Associate (2016)	1.3	275
	0.5	300
J. Mark Joblin Partner (2008)	2.1	525
Travis Bennett Real Property Law Clerk	1.5	165
Cevette Munick Corporate Clerk	1.1	100
Nicky Ning	1.8	200
Emily Pace Articling Student	1.8	125

4. I confirm that the activities detailed in the statement of account attached hereto as Exhibit "A" accurately reflect the services provided by Loopstra Nixon; and, that the rates charge are the standard hourly rates for each such professional at the time that such charges were incurred.

5. In connection with the within account, Loopstra Nixon has been paid in \$51,383.50 and holds nil (\$0.00) on retainer in trust.

6. I swear this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of Loopstra Nixon set out herein and for no other or improper purpose.

SWORN BEFORE ME
in the City of Toronto,
in the Province of Ontario,
this 8th day of July 2020.



A Commissioner of Oaths, etc.



THOMAS LAMBERT



May 31, 2019

R. Graham Phoenix
Direct Line: 416.748.4776
Email: gphoenix@loonix.com
RGP Professional Corporation

CONFIDENTIAL

MNP Ltd.
111 Richmond Street West, Suite 300
Toronto ON M5H 2G4

Matter No. 15753-0006

Attention: Sheldon Title

RE: Keele Medical Properties Ltd.

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including May 31, 2019 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

R. Graham Phoenix
Encl.

This is Exhibit "A" referred to in the
affidavit of Thomas Lambert
sworn before me, this 8th
day of July 20 20.....
.....
A COMMISSIONER, ETC.



May 31, 2019

Invoice No. 77628

Matter No. 15753-0006

MNP Ltd.
111 Richmond Street West, Suite 300
Toronto ON M5H 2G4

Attention: Sheldon Title

RE: Keele Medical Properties Ltd.

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to May 31, 2019, as per attached billing detail report.

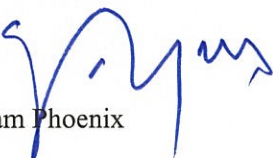
OUR FEE	\$18,906.00
HST on Fees @ 13%	\$2,457.78
<u>DISBURSEMENTS:</u>	
Total Disbursements, as per attached billing detail report	\$5,592.35
HST on Disbursements	\$727.01
Total Fees, Disbursements and HST	<u>\$27,683.14</u>

The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:


R. Graham Phoenix
RGP/khm

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



Billing Detail Report to 31-May-2019

May 31, 2019

Invoice No. 77628

MNP Ltd.
111 Richmond Street West, Suite 300
Toronto ON M5H 2G4

Matter No. 15753-0006

Attention: Sheldon Title

RE: Keele Medical Properties Ltd.

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
10-Oct-2018	Review APS. Call with R. Smith. Email to T. Hogan.	RGP	0.70
10-Oct-2018	To initial correspondences with G.Phoenix re: condo transfers; to receive client materials	SMR	0.20
11-Oct-2018	Call with T. Hogan and R. Smith re: issues. Amended APS and forward to T. Hogan. Emails with all re: same. Call with R. Smith re: same. Final amendments thereto. Circulate proposed draft to T. Hogan.	RGP	2.30
11-Oct-2018	To review APA and schedules; to email correspondences with G.Phoenix re: condo transfers	SMR	0.80
12-Oct-2018	Emails re: APA, next steps.	RGP	0.60
16-Oct-2018	To office correspondences with G.Phoenix re: title search; to instruct clerk re: searches	SMR	0.30
16-Oct-2018	Conduct property searches	NQN	1.00
17-Oct-2018	to reviewing security of Grant Thornton Limited in its capacity as trustee of Keele Medical Trustee Corporation.	TPL	1.70
17-Oct-2018	to drafting reporting letter to proposed receiver relative to security assessment of Keele Medical Trustee Corporation's security.	TPL	1.30
18-Oct-2018	Review APA. Discussion with TPL re: security issues.	RGP	0.40
18-Oct-2018	to review of parcel registers as part of security review of Grant Thornton Limited in its capacity as trustee of Keele Medical Trustee Corp.	TPL	3.80
18-Oct-2018	Conduct property searches	NQN	0.30
18-Oct-2018	Conduct property searches	NQN	0.30



19-Oct-2018	To completing security review of GTL's security in its capacity as trustee of Keele Medical Trustee Corp; and to finalizing security review correspondence re GTL's security interest.	TPL	3.80
19-Oct-2018	Conduct property search	NQN	0.10
22-Oct-2018	to reviewing Versabank's security (loan agreement, charge, application to change name, etc...) and to drafting correspondence to client with respect to the same.	TPL	3.40
22-Oct-2018	to preliminary consideration of issue regarding between priority between mortgages/condominium liens and mortgages/construction liens.	TPL	0.70
22-Oct-2018	Conduct property search	NQN	0.10
23-Oct-2018	Review emails and correspondence re: caution to purchaser. Review APA. Provide comment on email to T. Hogan.	RGP	0.60
24-Oct-2018	Emails and calls with T. Hogan. Review lease documents provided.	RGP	0.50
25-Oct-2018	Preliminary review of documents. Instructions to student re: same.	RGP	0.20
29-Oct-2018	Lease issues. Email to T. Hogan. Comments to R. Smith.	RGP	0.90
29-Oct-2018	Reviewing APS and lease agreements for Landlord Assignment Provisions	EAP	1.80
01-Nov-2018	Call with T. Hogan. Address security inquiry. Email to client.	RGP	0.40
02-Nov-2018	To conducting PPSA searches.	CCJ	1.10
05-Mar-2019	Call with applicant counsel and TRustee counsel re: form of order and next steps.	RGP	0.30
18-Mar-2019	Call with Receiver re: next steps. Review applicaiton record.	RGP	1.10
19-Mar-2019	Travel to and attend on hearing re: receivership appointment.	RGP	1.00
20-Mar-2019	Instructions to clerk re: real registration on PINS. Emails with Receiver re: various issues. Review draft APS. Review and revise Espin Managment Agreement.	RGP	2.20
20-Mar-2019	Review application to register court order and to advising RGP on the same.	TPL	0.30
20-Mar-2019	To document production re: Receivership order	TWB	1.50



21-Mar-2019	To office correspondences with G.Phoenix re: court application; to instruct clerk re: document production; to review court order application and ancillary documentation; to follow up correspondences re: same	SMR	0.50
21-Mar-2019	Compare PINS in Application to Register to those listed in Receivership Order, pull and review additional PINS, and to reporting to RGP on the same.	TPL	0.90
21-Mar-2019	Conduct property searches	NQN	0.20
22-Mar-2019	Call with Receiver re: state of Ross Park and next steps. Email to receiver re: RE registration. Review client documents. Registratoin of ORder on title.	RGP	0.80
25-Mar-2019	Review notice of application of Debtor re: TSCC. Emails with counsel to TSCC.	RGP	0.70
26-Mar-2019	Amend security review letter.	TPL	1.00
27-Mar-2019	Detailed review of all documentation re: TSCC.	RGP	0.90
27-Mar-2019	Obtain PPSA search, review of PPSA search results, and to amending security review letter to include comments on PPSA search and Assignment of Rents.	TPL	2.40
27-Mar-2019	Review law re priority between mortgage and condominium lien.	TPL	0.40
28-Mar-2019	Review all materials re: lawsuit and settlement between debtor and TSCC. Prepare for and call with Receiver and counsel to TSCC. Emails with counsel to TSCC. Preliminary review of settlement documents.	RGP	1.40
28-Mar-2019	Telephone call with RGP, R. Smith and S. Cooper re: Keele Medical Application; and to follow up call with R. Smith with respect to the same.	TPL	0.50
28-Mar-2019	Review case law re enforceability of lien registered after purchase of condominium unit for assessment issues arising before purchase; and to email to R. Smith with respect to the same.	TPL	0.50
29-Mar-2019	Analyzing settlement documentation.	TPL	1.00
08-Apr-2019	Call with R. Smith re: update and next steps. Email upate to counsel to the Trustee.	RGP	1.30
08-Apr-2019	Preparation of memo to RGP on settlement of application and releases.	TPL	1.00
16-Apr-2019	Emails re: offer sign-back and potential litigiaton claim.	RGP	0.30



16-Apr-2019	To reivew of offer and to discussions with R. Smith with respect to the same; and to amending offer and receiver's schedule; and to sending revised documents to R. Smith.	TPL	1.50
22-Apr-2019	Review litigation matter. Emails with counsel to defendants. Emails with receiver. Call with counsel to GT.	RGP	0.50
24-Apr-2019	Review Notice of Application and provide preliminary assessment on claim.	TPL	1.00
11-May-2019	Review analysis of associate re: litigation. Draft email re: report and analysis re: same. Forward to client for consideration.	RGP	1.80
16-May-2019	Call with reciever re: next steps on litigation.	RGP	0.20
31-May-2019	Call with counsel to Condo Corp re: settlement agreement.	RGP	0.30
OUR FEE			\$18,906.00

<u>Time Summary</u>	<u>Hours</u>
Cevette Munnick	1.10
Emily Pace	1.80
Nicky Ning	2.00
R. Graham Phoenix	19.40
Stefan M. Radovanovich	1.80
Thomas Lambert	25.20
Travis Bennett	1.50
Total hours:	52.80

<u>DISBURSEMENTS</u> (E=HST exempt)	Amount
Abstract Search	5,443.00
Litigation Searches	36.91
Oncorp EDD	105.96
Telephone	6.48
Total Disbursements	\$5,592.35



July 9, 2019

R. Graham Phoenix
Direct Line: 416.748.4776
Email: gphoenix@loopstra.com
RGP Professional Corporation

CONFIDENTIAL

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Matter No. 15753-0006

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including June 30, 2019 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP

Per:

R. Graham Phoenix
Encl.



July 9, 2019

Invoice No. 78451

Matter No. 15753-0006

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Attention: Rob Smith

RE: Keele Medical Properties Ltd.**STATEMENT OF ACCOUNT**

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to June 30, 2019.

OUR FEE	\$4,305.00
HST on Fees @ 13%	\$559.65
Total Fees, Disbursements and HST	<u>\$4,864.65</u>

The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

R. Graham Phoenix
RGP/khm

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 30-Jun-2019

July 9, 2019

Invoice No. 78451

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Matter No. 15753-0006

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
03-Jun-2019	Review all documents re: settlement. Drafting letter to counsel to defenants re: same.	RGP	1.70
04-Jun-2019	Finalize draft of letter to litigants. Forward to receiver for review. Call with receiver re: next steps. Further review of settlement/alterations agreement.	RGP	1.70
06-Jun-2019	Finalize and send letter re: litigation.	RGP	0.30
10-Jun-2019	Emails with counsel to litigants re: settlement discussions.	RGP	0.20
17-Jun-2019	Review litigation materials to preparation for call with defendants counsel. Pre-Call with reciever re: call strategy. Call with defendants counsel.	RGP	1.60
21-Jun-2019	Preparation for and call with litigant's counsel re: settlement. Call with Receiver re: same and next steps.	RGP	0.70
25-Jun-2019	Draft and revise letter to counsel re: settlement of litigation. Emails with Reciever re: same for comments.	RGP	1.30
26-Jun-2019	Finalize and send letter to counsel to Litigants.	RGP	0.70
OUR FEE			\$4,305.00

Time Summary

	<u>Hours</u>
R. Graham Phoenix	8.20
Total hours:	8.20



September 13, 2019

R. Graham Phoenix
Direct Line: 416.748.4776
Email: gphoenix@loonix.com
RGP Professional Corporation

CONFIDENTIAL

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Matter No. 15753-0006

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including September 13, 2019 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

R. Graham Phoenix
Encl.

A handwritten signature in blue ink, appearing to read "R. Graham Phoenix", is written over the printed name and "Encl." text.



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

September 13, 2019

Invoice No. 80484

Matter No. 15753-0006

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to September 13, 2019.

OUR FEE	\$4,965.00
HST on Fees @ 13%	\$645.45
<u>DISBURSEMENTS:</u>	
Total Disbursements	\$11.68
HST on Disbursements	\$1.52
Total Fees, Disbursements and HST	<u>\$5,623.65</u>

The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:


R. Graham Phoenix
RGP/khm

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT001



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 13-Sep-2019

September 13, 2019

Invoice No. 80484

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Matter No. 15753-0006

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
17-Jul-2019	Call with receiver re: update. Email to litigants re: request for status on offer.	RGP	0.30
22-Jul-2019	Review correspondence from litigants re: settlement proposal. Review law re: same. Email to R. Smith re: same	RGP	1.50
25-Jul-2019	Emails re: Update on the same and Lien break down.	RGP	0.20
02-Aug-2019	Review email form counsel to Condo Corp. Forward to Receiver. Emails with Receiver re: next steps.	RGP	0.20
06-Aug-2019	Emails with client re: settlement, VersaBank, and next steps.	RGP	0.40
07-Aug-2019	Emails with counsel to litigants re: settlements. Emails with receiver re: same and counsel to secured re: update.	RGP	0.30
08-Aug-2019	Emails re: next steps	RGP	0.10
16-Aug-2019	Email to Receiver re: next steps on settlement and lien.	RGP	0.20
22-Aug-2019	Review prior correspondence re: settlement of litigation. Emails to receiver re: same.	RGP	0.90
22-Aug-2019	Research law relative to priority between accruing unpaid common expenses associated with condominium lien and mortgage	TPL	1.20
22-Aug-2019	Meeting with RGP to discuss priority between mortgage and condominium lien, and issue of notice of condo line to encumbrancers	TPL	0.30
23-Aug-2019	Review	RGP	0.60



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

29-Aug-2019	Review condo act. REview payout statements. Review litigaiton matters and settlement documents. Email and call with R. Smith re: same.	RGP	1.50
30-Aug-2019	Further review of Condo Act and Keele Medical documents. Email to Trustee and counsel to Versa re: next steps.	RGP	1.20
03-Sep-2019	Emails to counsel to Condo Corp.	RGP	0.10
04-Sep-2019	Emails with counsel to HSBC and reciever. Email to counsel to Condo Corp.	RGP	0.30
05-Sep-2019	Call with counsel to Condo Corp. Call to Receiver re: same.	RGP	0.70
06-Sep-2019	Detailed voicemail to secured creditor re: next steps on settlement.	RGP	0.10
OUR FEE			\$4,965.00

<u>Time Summary</u>	<u>Hours</u>
R. Graham Phoenix	8.60
Thomas Lambert	1.50
Total hours:	10.10

DISBURSEMENTS (E=HST exempt)

	<u>Amount</u>
Telephone	11.68
Total Disbursements	\$11.68



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

November 12, 2019

R. Graham Phoenix
Direct Line: 416.748.4776
Email: gphoenix@loonix.com
RGP Professional Corporation

CONFIDENTIAL

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Matter No. 15753-0006

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including November 8, 2019 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:


R. Graham Phoenix
Encl.



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

November 12, 2019

Invoice No. 82295

Matter No. 15753-0006

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to November 8, 2019.

OUR FEE	\$3,855.00
HST on Fees @ 13%	\$501.15
Total Fees, Disbursements and HST	<u>\$4,356.15</u>

The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:


R. Graham Phoenix
RGP/khm

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001

Woodbine Place, 135 Queens Plate Drive, Suite 600, Toronto, Ontario, Canada M9W 6V7
Tel: 416.746.4710 Fax: 416.746.8319 loopstranixon.com

LawExchange
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LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 08-Nov-2019

November 12, 2019

Invoice No. 82295

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Matter No. 15753-0006

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
02-Sep-2019	Detailed email to counsel to bank re: settlement discussions and related issues.	RGP	0.80
27-Sep-2019	Emails with lawyer for condo corp and receiver re: next steps.	RGP	0.10
25-Oct-2019	Review of draft settlement documents from Condo Corp. Email to receiver re: same.	RGP	2.10
29-Oct-2019	Review of settlement documents. Direction to TPL re: same. Conference with Thomas Lambert re: same.	RGP	1.10
29-Oct-2019	To review of settlement agreement and alterations agreement, and to discussion with RGP on the same	TPL	2.00
30-Oct-2019	Further reivew of settlement and aggregate agreement. Call with R. Smith re: same. Email to counsel to Condo Corp. Preliminary drafting of amendments.	RGP	2.10
OUR FEE			<u>\$3,855.00</u>

<u>Time Summary</u>	<u>Hours</u>
R. Graham Phoenix	6.20
Thomas Lambert	2.00
Total hours:	<u>8.20</u>



March 19, 2020

R. Graham Phoenix
Direct Line: 416.748.4776
Email: gphoenix@loonix.com
RGP Professional Corporation

CONFIDENTIAL

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Matter No. 15753-0006

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including February 29, 2020 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:


R. Graham Phoenix
Encl



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

March 19, 2020

Invoice No. 86663

Matter No. 15753-0006

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to February 29, 2020.

OUR FEE	\$10,882.50
HST on Fees @ 13%	\$1,414.73

Total Fees, Disbursements and HST	<u>\$12,297.23</u>
--	---------------------------

The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:


R. Graham Phoenix
RGP/khr

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 29-Feb-2020

March 19, 2020

Invoice No. 86663

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Matter No. 15753-0006

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
05-Nov-2019	Revising settlement documents.	RGP	3.10
11-Nov-2019	Finalize revisions to draft settlement documents. Send to R. Smith for review and comment. Emails with R. Smith re: same. Further amend the same.	RGP	2.20
12-Nov-2019	Finalize amendments to settlement documents. Forward to counsel to VersaBank for review.	RGP	1.40
15-Nov-2019	Review settlement documents. Emails with counsel to Condo Corp re: same.	RGP	0.50
18-Nov-2019	Review comments from counsel to condo corps.	RGP	0.50
24-Nov-2019	Review comments on drafts from condo corps. Email to counsel to Versa Bank re: same.	RGP	0.90
26-Nov-2019	Emails with Bank's counsel and counsel to Condo Corps.	RGP	0.10
27-Nov-2019	Call with Versabank and counsel. Draft email to Condo Corp.	RGP	0.60
29-Nov-2019	Emails with counsel to bank. Finalize and send letter to counsel to Condo Corps re: Versa.	RGP	0.20
05-Dec-2019	Emails re: condo lien.	RGP	0.10
06-Dec-2019	Call with T. Hogan re: next steps.	RGP	0.10
09-Jan-2020	Email counsel to Bank re: condo development deal.	RGP	0.10
20-Jan-2020	Revised draft settlement and alteration agreements to incorporate comments from bank and condo co. Emails with counsel to condo co re: same. Emails to receiver and counsel to bank.	RGP	1.40
21-Jan-2020	Review settlement and alterations agreements. Call with receiver and counsel to VersaBank re: same and next steps.	RGP	0.80



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

23-Jan-2020	Review and comment on offer to lease (1.0) Finalize new draft of blackline re: settlement and alterations agreement. (.7)	RGP	1.70
24-Jan-2020	Fruther review of offer to lease. Comments to Receiver. Drafting amendment. agreement re: alterations.	RGP	1.60
27-Jan-2020	Finalize draft settlement documents. Forward to counsel to Bank	RGP	1.20
29-Jan-2020	Emails with counsel to Versa. Call with counsel to Versa re: settlement docs and possible credit bid. Revised settlement documents and forward to counsel to Versa. Exchange vms with counsel to Condo Corp. Futher emails to counsel to Versa.	RGP	0.70
30-Jan-2020	Email from counsel to Versa. Finalize drafts of settlement docs. Circulate to condo corps' counsel, with introduction to Tim Hogan.	RGP	1.10
31-Jan-2020	Reivew condo lien research. Email response to receiver re: second mortgagee inquiry.	RGP	0.60
31-Jan-2020	Review Condominium Act re: priority of lien/mortgage and to email to RGP with respect to the same	TPL	0.40
03-Feb-2020	Call with counsel re: condo lien and credit bid.	RGP	0.50
05-Feb-2020	Call with condo counsel and Versa counsel re: credit bid and other issues.	RGP	0.40
17-Feb-2020	Email to Receiver re: agreement with Condo Corp.	RGP	0.10
18-Feb-2020	Review comments of condo corp re: settlement docs. Call with counsel to the bank re: same. Email to counsel to condo corp.	RGP	0.60
OUR FEE			\$10,882.50

<u>Time Summary</u>	<u>Hours</u>
R. Graham Phoenix	20.50
Thomas Lambert	0.40
Total hours:	20.90



May 7, 2020

R. Graham Phoenix
Direct Line: 416.748.4776
Email: gphoenix@loonix.com
RGP Professional Corporation

CONFIDENTIAL

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Matter No. 15753-0006

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including April 30, 2020 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:


R. Graham Phoenix
Encl.



May 7, 2020

Invoice No. 88175

Matter No. 15753-0006

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Attention: Rob Smith

RE: Keele Medical Properties Ltd.**STATEMENT OF ACCOUNT**

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to April 30, 2020.

OUR FEE	\$5,500.00
HST on Fees @ 13%	\$715.00
<u>DISBURSEMENTS:</u>	
Total Disbursements	\$98.20
HST on Disbursements	\$12.77
Total Fees, Disbursements and HST	<u>\$6,325.97</u>

The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:


R. Graham Phoenix
RGP/khm

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 30-Apr-2020

May 7, 2020

Invoice No. 88175

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Matter No. 15753-0006

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

FEES

Date	Narrative	Professional	Time
03-Mar-2020	Drafting sister Seciotn 98 Agreement. Emails with counsel and receiver.	RGP	2.10
04-Mar-2020	Finalize draft condo 98 agreements. Circulate, with blacklines, to all parties.	RGP	1.60
14-Apr-2020	To email from RGP; to title searches for condo plans, parcel registers; to RO agreements;	JMJ	1.50
15-Apr-2020	Call with M. Joblin re: condo issues. Email to Condo lawyers re: same.	RGP	0.60
15-Apr-2020	To emails to G. Phoenix; to telephone conference with G. Phoenix;	JMJ	0.60
20-Apr-2020	Call wtih Receiver and Vesra bank re: condo corp agreement issues. Email to condo lawyers re: same and follow-up.	RGP	0.40
23-Apr-2020	Draft credit bid APS. Call with Condo Corp lawyers re: credit bid and Seciont 98 agreements. Email to T. Hogan re: same. Follow-up call with Receiver re: same.	RGP	1.50
29-Apr-2020	Finalize draft APA. Circulate to counsel to Versa and R. Smith.	RGP	1.70
OUR FEE			\$5,500.00

Time Summary	Hours
J. Mark Joblin	2.10
R. Graham Phoenix	7.90
Total hours:	10.00

DISBURSEMENTS (E=HST exempt)	Amount
Abstract Search	98.20
Total Disbursements	\$98.20



June 9, 2020

R. Graham Phoenix
Direct Line: 416.748.4776
Email: gphoenix@loonix.com
RGP Professional Corporation

CONFIDENTIAL

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Matter No. 15753-0006

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including May 31, 2020 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP

Per:

R. Graham Phoenix
Encl.



June 9, 2020

Invoice No. 89103

Matter No. 15753-0006

MNP Ltd.
 1002 - 148 Fullarton Street
 London, Ontario
 N6A 5P3

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to May 31, 2020.

OUR FEE	\$2,970.00
HST on Fees @ 13%	\$386.10
Total Fees, Disbursements and HST	<u>\$3,356.10</u>

The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

R. Graham Phoenix
 RGP/khm

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 31-May-2020

June 9, 2020

Invoice No. 89103

MNP Ltd.
1002 - 148 Fullarton Street
London, Ontario
N6A 5P3

Matter No. 15753-0006

Attention: Rob Smith

RE: Keele Medical Properties Ltd.

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
05-May-2020	Review emails from counsel to condo corp. Call with T. Hogan re: same. Detailed email to counsel to Condo Corp. Email to Receiver re: same.	RGP	0.90
23-May-2020	Drafting APA and settlement agreement.	RGP	2.10
24-May-2020	Revise and finalize draft APA and Lien Settlement. Forward to counsel to Versabank for comments.	RGP	2.40
OUR FEE			<u>\$2,970.00</u>

Time Summary

	<u>Hours</u>
R. Graham Phoenix	5.40
Total hours:	<u>5.40</u>

VERSABANK

Applicant

-and-

KEELE MEDICAL PROPERTIES LTD.

Respondent

Court File No. CV-19-615690-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
[Commercial List]**

Proceedings commenced at Toronto

AFFIDAVIT OF FEES

LOOPSTRA NIXON LLP

135 Queens Plate Drive – Suite 600
Toronto, ON M9W 6V7

R. Graham Phoenix (LSUC #52650N)

Tel: (416) 748-4776

Fax: (416) 746-8319

Email: gphoenix@loonix.com

*Lawyers for the court-appointed Receiver,
MNP Ltd.*

TAB 2K

ServiceOntario

[Main Menu](#) [New Enquiry](#)

Enquiry Result

File Currency: 01JUL 2020



Show All Pages

All Pages



Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	KEELE MEDICAL PROPERTIES LTD.								
File Currency	01JUL 2020								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	702212004	1	2	1	4	09DEC 2020			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
702212004		001	001		20141209 1151 1862 6784	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	KEELE MEDICAL PROPERTIES LTD.								
	Address				City	Province	Postal Code		
	300-2355 SKYMARK AVENUE				MISSISSAUGA	ON	L4W 4Y6		
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								
	PACIFIC & WESTERN BANK OF CANADA								
	Address				City	Province	Postal Code		
	2002-140 FULLARTON STREET				LONDON	ON	N6A 5P2		
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								
	GENERAL SECURITY AGREEMENT AND GENERAL ASSIGNMENT OF RENTS WITH								
	RESPECT TO THE PROPERTY CURRENTLY MUNICIPALLY KNOWN AS 2701 KEELE								
	STREET, TORONTO AND 2737 KEELE STREET, TORONTO								
Registering Agent	Registering Agent								
	SISKINDS LLP (ROSS HURD)								

	Address	City	Province	Postal Code
	680 WATERLOO STREET	LONDON	ON	N6A 3V8

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	KEELE MEDICAL PROPERTIES LTD.								
File Currency	01JUL 2020								
	File Number	Family	of Families	Page	of Pages				
	702212004	1	2	2	4				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		001	001		20180827 1137 1862 0980				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	702212004		X	A AMNDMNT					
Reference Debtor/ Transferor	First Given Name	Initial		Surname					
	Business Debtor Name KEELE MEDICAL PROPERTIES LTD.								
Other Change	Other Change								
Reason / Description	Reason / Description THE NAME OF THE SECURED PARTY IS CHANGED TO VERSABANK.								
Debtor/ Transferee	Date of Birth	First Given Name	Initial		Surname				
	Business Debtor Name								
	Address						Ontario Corporation Number		
					City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee VERSABANK								
	Address				City	Province	Postal Code		
	2002-140 FULLARTON STREET				LONDON	ON	N6A 5P2		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model		V.I.N.				
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant HARRISON PENSA LLP (TCH-171022)								
	Address				City	Province	Postal		

	450 TALBOT STREET	LONDON	ON	Code N6A 5J6
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CONTINUED

Type of Search	Business Debtor								
Search Conducted On	KEELE MEDICAL PROPERTIES LTD.								
File Currency	01JUL 2020								
	File Number	Family	of Families	Page	of Pages				
	702212004	1	2	3	4				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		001	1		20191105 1300 8083 6377				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	702212004			B RENEWAL	1				
Reference Debtor/ Transferor	First Given Name	Initial		Surname					
	Business Debtor Name KEELE MEDICAL PROPERTIES LTD.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name		Initial	Surname				
	Business Debtor Name								
							Ontario Corporation Number		
	Address			City	Province	Postal Code			
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant VERSABANK								
	Address			City			Province Postal		

	2002 - 140 FULLARTON STREET	LONDON	ON	Code N6A 5P2
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END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	KEELE MEDICAL PROPERTIES LTD.								
File Currency	01JUL 2020								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	743085513	2	2	4	4	27AUG 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
743085513		001	001		20180827 1147 1862 0983	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	KEELE MEDICAL PROPERTIES LTD.								
	Address			City	Province	Postal Code			
	300-2355 SKYMARK AVENUE			MISSISSAUGA	ON	L4W 4Y6			
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								
	VERSABANK								
	Address			City	Province	Postal Code			
	2002-140 FULLARTON STREET			LONDON	ON	N6A 5P2			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	GENERAL SECURITY AGREEMENT								
Registering Agent	Registering Agent								
	HARRISON PENSA LLP (TCH-171022)								
	Address			City	Province	Postal Code			
	450 TALBOT STREET			LONDON	ON	N6A 5J6			

LAST PAGE

Note: All pages have been returned.

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TAB 2L

Property Parcel Register

[Due to the file size this is available upon request, and will be delivered by compressed .PDF via email.]

TAB 2M



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

July 6, 2020
File No. 15753.0006

VIA EMAIL (rob.smith@mnp.ca)

MNP LTD.
148 Fullarton Street
London, ON N6A 5P3
Attention: Rob Smith

Mr. Smith,

RE: Review of security granted to Versabank ("Versabank"), formerly known as Pacific & Western Bank of Canada ("P&W Bank"), by Keele Medical Properties Limited (the "Company")

At your request, we have reviewed the security granted to P&W Bank, who has since changed its name to Versabank (herein, the defined term "**Versabank**" also refers to P&W Bank as the circumstances may require) by the Company in connection with certain funds that we understand were advanced by Versabank to the Company under a letter agreement dated October 28, 2014. We undertake the analysis herein with a view to forming an opinion as to the enforceability of such security as against: (a) the Real Property (*as defined herein*) and (b) the Company's personal property situated in Ontario.

This report is provided solely for the benefit of MNP Ltd., in its capacity as court appointed receiver of the Real Property and all other property, assets and undertakings of the Company acquired or used in relation to the Real Property (in such capacity, the "**Receiver**") and may not be used or relied upon by any other person or for any other purpose without our prior express written consent.

Loan Agreement

We have reviewed a copy of a letter agreement dated October 28, 2014, made by and between the Company, as borrower, and Versabank, as lender, as amended from time to time (the "**Loan Agreement**"), which we have assumed to be a true copy of the same.

Pursuant to the Loan Agreement, Versabank agreed to provide the Company with a demand bridge loan (the "**Bridge Loan**") in the principal amount of \$6,000,000 (CAD) (the "**Indebtedness**"), bearing interest at a rate equal to the greater of 4.75% per annum and Versabank's prime rate plus 1.75% per annum, in connection with the acquisition of the real property more particularly described in Appendix "A" attached hereto (collectively, the "**Real Property**").

Woodbine Place, 135 Queens Plate Drive, Suite 600, Toronto, Ontario, Canada M9W 6V7
Tel: 416.746.4710 Fax: 416.746.8319 loopstranixon.com

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LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

The maturity date for the Bridge Loan is identified in the Loan Agreement to be November 30, 2016. The maturity date was subsequently extended on three occasions, with the most recent occasion extending the maturity date from December 31, 2017 to April 30, 2018. Thereafter, Versabank agreed to a continuing extension on a day to day basis.

The Loan Agreement stipulates that the Indebtedness is to be secured by, among other things, a first collateral mortgage on the Real Property in the amount of \$6,000,000 and a general security agreement.

The Loan Agreement appears to have been executed by Jean-Paul Beker, Assistant Vice President of Versabank, and Ross P. Duggan, Vice President of Versabank, on behalf of Versabank and Bhaktraj (Rag) Singh on behalf of the Company.

We have assumed that the Loan Agreement and all amendments thereto have been executed by the appropriate person(s), within the scope of the authority of such persons; that value has been advanced by Versabank to the Company thereunder; and, that the Loan Agreement represents a valid and subsisting obligation of the Company to Versabank.

Security

The security granted to Versabank pursuant to the Loan Agreement comprise a charge/mortgage registered on title to the Real Property on December 10, 2014 (the "**Mortgage**"), a general security agreement dated December 8, 2014 (the "**General Security Agreement**") and an assignment of rents dated December 8, 2014 (the "**Assignment of Rents**").

A. The Mortgage

We have reviewed a copy of the Mortgage (*included in Versabank's application to appoint MNP Ltd. as Receiver*), which we have assumed to be a true copy of the same. Pursuant to the Mortgage, the Company is indebted to VersaBank in the principal amount of \$6,000,000, bearing interest at a rate of the greater of: (i) 4.75% per annum, calculated daily and compounded and payable monthly or (ii) Versabank's prime rate of interest plus 1.75% per annum calculated daily and compounded and payable monthly. In addition to the principal and interest, the Mortgage also secures Versabank's costs and expenses of enforcement.

As discussed below, the Mortgage was amended subsequent to its registration on August 28, 2018 to change the name of P&W Bank to Versabank.

We have assumed that the Mortgage, and the registration thereof, was authorized by the appropriate person(s), within the scope of the authority of such person(s), and represents a valid and subsisting obligation of the Company to Versabank.



B. The General Security Agreement

We have reviewed a copy of the General Security Agreement (*as included in Versbank's application to appoint MNP Ltd. as the Receiver*), which we have assumed to be a true copy of the same. Pursuant to the General Security Agreement, as security for all existing and future indebtedness of the Company to Versabank, the Company provided Versabank with a security interest in all of its inventory, equipment, receivables, chattel paper, documents of title, securities, instruments, intangibles and in each case all proceeds thereof (hereinafter collectively referred to as the "Collateral"). The General Security Agreement appears to have been executed by Sonita Nauth, who is identified as being the President of the Company, on behalf of the Company.

We have assumed that the General Security Agreement, and the registration thereof, was authorized by the appropriate person(s), within the scope of the authority of such person(s), and represents a valid and subsisting agreement between the Company and Versabank.

C. Assignment of Rents

We have reviewed a copy of the Assignment of Rents (*as included in Versbank's application to appoint MNP Ltd. as the Receiver*), which we have assumed to be a true copy of the same. Pursuant to the Assignment of Rents, the Company assigned to Versabank all rents then due or becoming due from tenants and all other monies then due and becoming due and payable from the charged assets and the benefit of all covenants of tenants:

- (a) under every existing and future lease of and agreement to lease the charged assets or any part thereof;
- (b) in respect of every existing and future tenancy agreement as to use or occupation and license in respect of the whole or any portion of the charged assets;
- (c) under every existing and future guarantee of all or any of the obligations of any existing or future tenant, subtenant, occupier or licensee of the whole or any portion of the charged assets; and
- (d) under every future agreement to assume the obligations of the tenants of the whole or any portion of the lands.

The Assignment of Rents appears to have been executed by Sonita Nauth, who is identified being President of the Company, on behalf of the Company.

We have assumed that the Assignment of Rents, and the registration thereof, was authorized by the appropriate person(s), within the scope of the authority of such person(s), and represents a valid and subsisting agreement between the Company and Versabank.

We have not been asked to review or assess any of the other security documents provided by the Company to Versabank pursuant to the Loan Agreement and therefore we make no comments on the same.



Security Searches

Personal Property Security

We have obtained and reviewed a search under the Personal Property Security Act (Ontario) ("PPSA") in respect of the Company, current July 1, 2020. The PPSA search indicates that Versabank has registered the following financing statements/claims for lien against the Company:

- a registration in favour of P&W Bank against "inventory", "equipment", "accounts" and "other", registered on December 9, 2014, under file no. 702212004 and registration no. 20141209 1151 1862 6784, expiring December 9, 2020 and a subsequent registration on August 27, 2018 to change the name of P&W Bank to Versabank under registration number 20180827 1137 1862 0980; and
- a registration in favour of Versabank against "inventory", "equipment", "accounts", "other" and "motor vehicle included", registered on August 27, 2018, under file no. 743085513 and registration no. 20180827 1147 1862 0983, expiring August 27, 2023.

We have assumed that the information contained in the PPSA search is correct, accurate and complete, and that monies or other consideration were advanced by Versabank to the Company such that the Company acquired value from Versabank, such that the security interests granted and now held by Versabank attached and is perfected under prevailing laws, and continues to be so registered, attached and perfected as of the date hereof.

A complete copy of the PPSA search is attached hereto as Appendix "B".

Bank Act Search

We have obtained a search certificate issued by the Authorized Section 427 Bank Act Registrar in respect of the Company, dated March 27, 2019, which indicates that no "Notice of Intention to Give Security" under section 427 of the *Bank Act* (Canada) has been filed in respect of the Company.

Real Property Security

The Real Property, identified as the relevant real property for the purposes of this security review, comprises two parcels of land. One of the parcels of land has a condominium building erected



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

on it and comprises over 100 parking/condominium units (collectively the “Units” or individually a “Unit”). The Real Property is identified in Appendix “A” attached hereto.

We have obtained and reviewed parcel registers (the “Parcel Registers”) in respect of each of the Units, copies of which searches are attached hereto as Appendix “C”. Such searches disclose the following registrations in respect of Versabank’s interests:

- the Mortgage in the principal amount of \$6,000,000 was registered on title to the Real Property on December 10, 2014 under instrument number AT3762736; and
- Versabank, as applicant, filed an “Application to Change Name-Instrument” to change the name of the mortgagee on the Mortgage from P&W Bank to Versabank on August 28, 2018 under instrument number AT4944930.

In addition to the registrations in respect of Versabank’s security interest, the Parcel Registers also disclose the following registrations:

- a mortgage in the principal amount of \$4,080,000.00 was registered on title to the Real Property on December 10, 2014 under Instrument No. AT3762758. The mortgage is in favour of Keele Medical;
- a mortgage in the principal amount of \$1,200,000 was registered on title to the Real Property on December 10, 2014 under Instrument No. AT3762769. The mortgage is in favour of Westmount-Keele Limited;
- a construction lien in the principal amount of \$1,698,373.89 was registered on title to the Units described in Appendix “D” hereto on May 20, 2015 under Instrument No. AT3887247. The construction lien is in favour of Galrich Restoration Inc.;
- a condominium lien in the principal amount of \$188,518.53 was registered on title to the Units described in Appendix “E” hereto on May 29, 2015 under Instrument No. AT3896448. The condominium lien, which we also attach at Appendix “E” hereto, is in favour of Toronto Standard Condominium Corporation No. 1786 and is purported to be for unpaid common expenses; and
- a condominium lien in the principal amount of \$54,435.54 was registered on title to the Units described in Appendix “F” hereto on May 29, 2015 under Instrument No. AT3896438. The condominium lien, which we also attach at Appendix “F” hereto, is in favour of Toronto Standard Condominium Corporation No. 1786 and is purported to be for unpaid common expenses.

We have assumed that the information contained in the title searches is correct, accurate and complete, and that the security interests in the Real Property are validly registered under prevailing laws and continues to be so registered as of the date hereof.



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

Assumptions and Qualifications

Specific Assumptions

- We have assumed that the principal amount of the aforementioned indebtedness was advanced by Versabank to the Company in connection with the Loan Agreement and Mortgage.

General Assumptions and Qualifications

- In addition to such other assumptions and qualifications set out herein, our review is subject to the general assumptions and qualifications set out in Appendix "G" attached hereto.

Conclusion

Subject to the assumptions and qualifications above and those set out in the Appendix "G" hereto, it is our opinion that the security interests granted pursuant to the Loan Agreement by the Company to Versabank, as it concerns the Real Property and Collateral situated in Ontario, are valid and enforceable as of the date hereof.

If you require any further assistance or have any questions in respect of the matters discussed herein, please do not hesitate to contact us.

Yours very truly,

LOOPSTRA NIXON LLP

Encl.



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

APPENDIX "A"
REAL PROPERTY
(see attached)

DESCRIPTION OF REAL PROPERTY**2701 Keele Street, Toronto, Ontario**

PART OF LOT 10 CONCESSION 3, WEST OF YONGE STREET, DESIGNATED PART 8 PLAN 66R-22243.;S/T AN EASE IN GROSS OVER PART 8 PLAN 66R-22243 AS IN AT-960112. T/W AN EASEMENT OVER PARTS 1,2,3 ON 66R-22508 AS SET OUT IN AT1556071. PIN 10235-1369(LT)

2737 Keele Street, Toronto, Ontario

UNIT 1, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0538 (LT)

UNIT 11, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0548 (LT)

UNIT 12, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0549 (LT)

UNIT 13, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0550 (LT)

UNIT 14, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0551 (LT)

UNIT 15, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "N" OF DECLARATION NO. AT1223533 PIN 12786-0552 (LT)

UNIT 16, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0553 (LT)

UNIT 17, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0554 (LT)

UNIT 18, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0555 (LT)

UNIT 19, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0556 (LT)

UNIT 20, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0557 (LT)

UNIT 21, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS

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UNIT 22, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0559 (LT)

UNIT 23, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0560 (LT)

UNIT 24, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0561 (LT)

UNIT 25, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0562 (LT)

UNIT 26, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0563 (LT)

UNIT 27, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0564 (LT)

UNIT 28, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0565 (LT)

UNIT 29, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0566 (LT)

UNIT 30, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0567 (LT)

UNIT 31, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0568 (LT)

UNIT 32, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0569 (LT)

UNIT 33, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0570 (LT)

UNIT 34, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS

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UNIT 35, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0572 (LT)

UNIT 36, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0573 (LT)

UNIT 37, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0574 (LT)

UNIT 38, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0575 (LT)

UNIT 39, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0576 (LT)

UNIT 40, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS

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UNIT 41, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0578 (LT)

UNIT 42, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0579 (LT)

UNIT 43, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0580 (LT)

UNIT 44, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0581 (LT)

UNIT 45, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0582 (LT)

UNIT 46, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1,

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UNIT 47, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0584 (LT)

UNIT 48, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0585 (LT)

UNIT 49, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0586 (LT)

UNIT 50, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0587 (LT)

UNIT 51, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0588 (LT)

UNIT 86, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0623 (LT)

UNIT 384, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0921 (LT)

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0001 (LT)

UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0002 (LT)

UNIT 3, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0003 (LT)

UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0004 (LT)

UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0005 (LT)

UNIT 6, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS

1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0006 (LT)

UNIT 7, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0007 (LT)

UNIT 8, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0008 (LT)

UNIT 9, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0009 (LT)

UNIT 10, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0010 (LT)

UNIT 11, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0011 (LT)

UNIT 12, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0012
(LT)

UNIT 13, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0013
(LT)

UNIT 14, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0014
(LT)

UNIT 15, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0015
(LT)

UNIT 16, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0016
(LT)

UNIT 17, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0017
(LT)

UNIT 18, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0018 (LT)

UNIT 19, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0019 (LT)

UNIT 20, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0020 (LT)

UNIT 21, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0021 (LT)

UNIT 22, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "N" OF DECLARATION NO. AT1223533 PIN 12786-0022 (LT)

UNIT 23, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0023 (LT)

UNIT 24, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0024 (LT)

UNIT 25, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0025 (LT)

UNIT 26, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0026 (LT)

UNIT 27, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0027 (LT)

UNIT 28, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0028 (LT)

UNIT 29, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0029 (LT)

UNIT 30, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0030 (LT)

UNIT 31, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0031 (LT)

UNIT 66, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0066 (LT)

UNIT 67, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0067 (LT)

UNIT 68, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0068 (LT)

UNIT 69, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0069 (LT)

UNIT 70, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0070 (LT)

UNIT 71, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0071 (LT)

UNIT 72, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0072 (LT)

UNIT 73, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0073 (LT)

UNIT 74, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0074 (LT)

UNIT 75, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0075 (LT)

UNIT 76, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0076 (LT)

UNIT 77, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0077 (LT)

UNIT 78, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0078 (LT)

UNIT 79, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0079 (LT)

UNIT 80, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0080 (LT)

UNIT 81, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0081 (LT)

UNIT 82, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0082 (LT)

UNIT 83, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0083 (LT)

UNIT 84, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM

PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0084 (LT)

UNIT 85, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0085 (LT)

UNIT 86, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0086 (LT)

UNIT 87, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0087 (LT)

UNIT 88, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0088 (LT)

UNIT 89, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0089 (LT)

UNIT 90, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0090 (LT)

UNIT 91, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0091 (LT)

UNIT 92, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0092 (LT)

UNIT 93, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0093 (LT)

UNIT 94, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0094 (LT)

UNIT 95, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0095 (LT)

UNIT 96, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0096 (LT)

UNIT 97, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10. PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0097 (LT)

UNIT 98, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10. PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0098 (LT)

UNIT 99, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0099 (LT)

UNIT 100, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10. PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0100 (LT)

UNIT 101, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0101 (LT)

UNIT 102, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0102 (LT)

UNIT 103, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0103 (LT)

UNIT 104, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0104 (LT)

UNIT 55, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0163 (LT)

UNIT 56, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0164 (LT)

UNIT 143, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0251 (LT)

UNIT 57, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0308 (LT)

UNIT 15, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0527 (LT)

UNIT 16, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0528 (LT)

UNIT 1, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0530 (LT)

UNIT 2, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0531 (LT)

UNIT 3, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0532 (LT)

UNIT 5, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0534 (LT)

UNIT 6, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0535 (LT)

UNIT 8, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7,

8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0537 (LT)

UNIT 193, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0730 (LT)

UNIT 2, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0539 (LT)



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

APPENDIX "B"

PPSA SEARCH RESULTS

(see attached)

ServiceOntario

[Main Menu](#) [New Enquiry](#)

Enquiry Result

File Currency: 01JUL 2020

All Pages

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	KEELE MEDICAL PROPERTIES LTD.								
File Currency	01JUL 2020								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	702212004	1	2	1	4	09DEC 2020			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
702212004		001	001		20141209 1151 1862 6784	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	KEELE MEDICAL PROPERTIES LTD.								
	Address			City	Province	Postal Code			
	300-2355 SKYMARK AVENUE			MISSISSAUGA	ON	L4W 4Y6			
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								
	PACIFIC & WESTERN BANK OF CANADA								
	Address			City	Province	Postal Code			
	2002-140 FULLARTON STREET			LONDON	ON	N6A 5P2			
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								
	GENERAL SECURITY AGREEMENT AND GENERAL ASSIGNMENT OF RENTS WITH RESPECT TO THE PROPERTY CURRENTLY MUNICIPALLY KNOWN AS 2701 KEELE STREET, TORONTO AND 2737 KEELE STREET, TORONTO								
Registering Agent	Registering Agent								
	SISKINDS LLP (ROSS HURD)								

	Address	City	Province	Postal Code
	680 WATERLOO STREET	LONDON	ON	N6A 3V8

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	KEELE MEDICAL PROPERTIES LTD.								
File Currency	01JUL 2020								
	File Number	Family	of Families	Page	of Pages				
	702212004	1	2	2	4				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		001	001		20180827 1137 1862 0980				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	702212004		X	A AMNDMNT					
Reference Debtor/ Transferor	First Given Name	Initial		Surname					
	Business Debtor Name								
	KEELE MEDICAL PROPERTIES LTD.								
Other Change	Other Change								
Reason / Description	Reason / Description								
	THE NAME OF THE SECURED PARTY IS CHANGED TO VERSABANK.								
Debtor/ Transferee	Date of Birth	First Given Name		Initial		Surname			
	Business Debtor Name								
	Ontario Corporation Number								
	Address			City		Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	VERSABANK								
	Address			City		Province	Postal Code		
	2002-140 FULLARTON STREET			LONDON		ON	N6A 5P2		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	HARRISON PENSA LLP (TCH-171022)								
	Address			City			Province	Postal	

	450 TALBOT STREET	LONDON	ON	Code N6A 5J6
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CONTINUED

Type of Search	Business Debtor								
Search Conducted On	KEELE MEDICAL PROPERTIES LTD.								
File Currency	01JUL 2020								
	File Number	Family	of Families	Page	of Pages				
	702212004	1	2	3	4				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		001	1		20191105 1300 6083 6377				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	702212004			B RENEWAL	1				
Reference Debtor/ Transferor	First Given Name	Initial		Surname					
	Business Debtor Name KEELE MEDICAL PROPERTIES LTD.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name		Initial		Surname			
	Business Debtor Name								
	Address						Ontario Corporation Number		
					City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant VERSABANK								
	Address				City		Province	Postal	

	2002 - 140 FULLARTON STREET	LONDON	ON	Code N6A 5P2
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END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	KEELE MEDICAL PROPERTIES LTD.								
File Currency	01JUL 2020								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	743085513	2	2	4	4	27AUG 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
743085513		001	001		20180827 1147 1862 0983	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	KEELE MEDICAL PROPERTIES LTD.								
	Address			City	Province	Postal Code			
	300-2355 SKYMARK AVENUE			MISSISSAUGA	ON	L4W 4Y6			
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								
	VERSABANK								
	Address			City	Province	Postal Code			
	2002-140 FULLARTON STREET			LONDON	ON	N6A 5P2			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	GENERAL SECURITY AGREEMENT								
Registering Agent	Registering Agent								
	HARRISON PENSA LLP (TCH-171022)								
	Address			City	Province	Postal Code			
	450 TALBOT STREET			LONDON	ON	N6A 5J6			

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LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

APPENDIX "C"

TITLE SEARCHES

[Owing to the size of the parcel searches, the same has been provided to the Receiver electronically but have not been included as an appendix to each security review prepared by Loopstra Nixon LLP. Loopstra Nixon LLP understands that a single copy of such parcel searches shall be included in the Receiver's next report to Court.]



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

APPENDIX "D"

**CONSTRUCTION LIEN
(Instrument No. AT3887247)**

- | | | |
|---------------------|---------------------|---------------------|
| 1. 12786-0548 (LT) | 37. 12786-0584 (LT) | 73. 12786-0096 (LT) |
| 2. 12786-0549 (LT) | 38. 12786-0585 (LT) | 74. 12786-0097 (LT) |
| 3. 12786-0550 (LT) | 39. 12786-0586 (LT) | 75. 12786-0098 (LT) |
| 4. 12786-0551 (LT) | 40. 12786-0587 (LT) | 76. 12786-0163 (LT) |
| 5. 12786-0552 (LT) | 41. 12786-0588 (LT) | 77. 12786-0164 (LT) |
| 6. 12786-0553 (LT) | 42. 12786-0623 (LT) | 78. 12786-0251 (LT) |
| 7. 12786-0554 (LT) | 43. 12786-0066 (LT) | 79. 12786-0308 (LT) |
| 8. 12786-0555 (LT) | 44. 12786-0067 (LT) | |
| 9. 12786-0556 (LT) | 45. 12786-0068 (LT) | |
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| 15. 12786-0562 (LT) | 51. 12786-0074 (LT) | |
| 16. 12786-0563 (LT) | 52. 12786-0075 (LT) | |
| 17. 12786-0564 (LT) | 53. 12786-0076 (LT) | |
| 18. 12786-0565 (LT) | 54. 12786-0077 (LT) | |
| 19. 12786-0566 (LT) | 55. 12786-0078 (LT) | |
| 20. 12786-0567 (LT) | 56. 12786-0079 (LT) | |
| 21. 12786-0568 (LT) | 57. 12786-0080 (LT) | |
| 22. 12786-0569 (LT) | 58. 12786-0081 (LT) | |
| 23. 12786-0570 (LT) | 59. 12786-0082 (LT) | |
| 24. 12786-0571 (LT) | 60. 12786-0083 (LT) | |
| 25. 12786-0572 (LT) | 61. 12786-0084 (LT) | |
| 26. 12786-0573 (LT) | 62. 12786-0085 (LT) | |
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| 31. 12786-0578 (LT) | 67. 12786-0090 (LT) | |
| 32. 12786-0579 (LT) | 68. 12786-0091 (LT) | |
| 33. 12786-0580 (LT) | 69. 12786-0092 (LT) | |
| 34. 12786-0581 (LT) | 70. 12786-0093 (LT) | |
| 35. 12786-0582 (LT) | 71. 12786-0094 (LT) | |
| 36. 12786-0583 (LT) | 72. 12786-0095 (LT) | |



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

APPENDIX "E"

**CONDOMINIUM LIEN
(Instrument No. AT3896448)**

1. 12786-0538 (LT)
2. 12786-0539 (LT)
3. 12786-0921 (LT)
4. 12786-0001 (LT)
5. 12786-0002 (LT)
6. 12786-0003 (LT)
7. 12786-0004 (LT)
8. 12786-0005 (LT)
9. 12786-0006 (LT)
10. 12786-0007 (LT)
11. 12786-0008 (LT)
12. 12786-0009 (LT)
13. 12786-0010 (LT)
14. 12786-0011 (LT)
15. 12786-0012 (LT)
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29. 12786-0026 (LT)
30. 12786-0027 (LT)
31. 12786-0028 (LT)
32. 12786-0029 (LT)
33. 12786-0030 (LT)
34. 12786-0031 (LT)



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

APPENDIX "F"

**CONDOMINIUM LIEN
(Instrument No. AT3896438)**

- | | | |
|---------------------|---------------------|---------------------|
| 1. 12786-0548 (LT) | 37. 12786-0584 (LT) | 73. 12786-0096 (LT) |
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| 3. 12786-0550 (LT) | 39. 12786-0586 (LT) | 75. 12786-0098 (LT) |
| 4. 12786-0551 (LT) | 40. 12786-0587 (LT) | 76. 12786-0163 (LT) |
| 5. 12786-0552 (LT) | 41. 12786-0588 (LT) | 77. 12786-0164 (LT) |
| 6. 12786-0553 (LT) | 42. 12786-0623 (LT) | 78. 12786-0251 (LT) |
| 7. 12786-0554 (LT) | 43. 12786-0066 (LT) | 79. 12786-0308 (LT) |
| 8. 12786-0555 (LT) | 44. 12786-0067 (LT) | 80. 12786-0730 (LT) |
| 9. 12786-0556 (LT) | 45. 12786-0068 (LT) | |
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| 11. 12786-0558 (LT) | 47. 12786-0070 (LT) | |
| 12. 12786-0559 (LT) | 48. 12786-0071 (LT) | |
| 13. 12786-0560 (LT) | 49. 12786-0072 (LT) | |
| 14. 12786-0561 (LT) | 50. 12786-0073 (LT) | |
| 15. 12786-0562 (LT) | 51. 12786-0074 (LT) | |
| 16. 12786-0563 (LT) | 52. 12786-0075 (LT) | |
| 17. 12786-0564 (LT) | 53. 12786-0076 (LT) | |
| 18. 12786-0565 (LT) | 54. 12786-0077 (LT) | |
| 19. 12786-0566 (LT) | 55. 12786-0078 (LT) | |
| 20. 12786-0567 (LT) | 56. 12786-0079 (LT) | |
| 21. 12786-0568 (LT) | 57. 12786-0080 (LT) | |
| 22. 12786-0569 (LT) | 58. 12786-0081 (LT) | |
| 23. 12786-0570 (LT) | 59. 12786-0082 (LT) | |
| 24. 12786-0571 (LT) | 60. 12786-0083 (LT) | |
| 25. 12786-0572 (LT) | 61. 12786-0084 (LT) | |
| 26. 12786-0573 (LT) | 62. 12786-0085 (LT) | |
| 27. 12786-0574 (LT) | 63. 12786-0086 (LT) | |
| 28. 12786-0575 (LT) | 64. 12786-0087 (LT) | |
| 29. 12786-0576 (LT) | 65. 12786-0088 (LT) | |
| 30. 12786-0577 (LT) | 66. 12786-0089 (LT) | |
| 31. 12786-0578 (LT) | 67. 12786-0090 (LT) | |
| 32. 12786-0579 (LT) | 68. 12786-0091 (LT) | |
| 33. 12786-0580 (LT) | 69. 12786-0092 (LT) | |
| 34. 12786-0581 (LT) | 70. 12786-0093 (LT) | |
| 35. 12786-0582 (LT) | 71. 12786-0094 (LT) | |
| 36. 12786-0583 (LT) | 72. 12786-0095 (LT) | |



APPENDIX "G"

GENERAL ASSUMPTIONS AND QUALIFICATIONS

Assumptions

For the purposes of the views expressed in the security review to which these general assumptions and qualifications are appended, we have made the following assumptions:

- (a) all signatures, including, without limitation, any electronic or digital signatures, are genuine, all documents submitted to us as originals are authentic, and all documents submitted to us as copies conform to authentic original documents;
- (b) that each of the documents provided to us was executed on the day appearing on each document as the date of the document or the date of execution;
- (c) the full legal capacity of those individuals signing any documents at all relevant times;
- (d) the documents and any amendments thereto that we have reviewed have not been otherwise amended or supplemented since execution;
- (e) other than as disclosed and discussed, no further registrations by Versabank were required to maintain perfected security interests under governing laws;
- (f) that the security interests granted by the Loan Agreement and the Mortgage have attached;
- (g) the conduct of the parties to the documents has complied with any requirement of good faith, fair dealing and conscionability;
- (h) there are no agreements or understandings between any parties, written or oral, and there is no usage of trade or course of prior dealing between any parties that would, in either case, define, supplement or qualify the terms of the documents;
- (i) the accuracy and completeness of the records maintained by any office of public record;
- (j) that the funds purported to be advanced by pursuant to the Loan Agreement and secured by the Mortgage have actually been advanced to the appropriate parties following or, as the case may be, in advance of the granting of the Mortgage and remain outstanding; and
- (k) there are no facts that would disentitle Versabank from relying on the "Indoor Management Rule" (if necessary and available under governing laws).

Qualifications

The views expressed in the security review to which these general assumptions and qualifications are appended are subject to the following qualifications:



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- (a) the enforceability of the Loan Agreement and the Mortgage may be limited by general principles of equity, and no opinion is given as to any specific remedy that may be granted, imposed or rendered (including equitable remedies such as specific performance and injunction);
- (b) no opinion is expressed as to title or the beneficial interest of any person in any property;
- (c) no opinion is expressed regarding any security interests or registered or unregistered third-party claims which may rank in priority to the security interests claimed by Versabank;
- (d) no opinion is expressed regarding the priority of the security interests discussed herein or their relative priority as between Versabank and any other creditor of the Company; and
- (e) the enforcement of the Loan Agreement, the Mortgage and any other documents held by Versabank, or any judgment arising out of or in connection therewith may be limited by bankruptcy, insolvency, winding-up, reorganization, limitation of action, moratorium, fraudulent conveyance, assignments and preferences, or other laws affecting creditors' rights generally.

TAB 2N



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July 6, 2020
File No. 15753.0006

VIA EMAIL (rob.smith@mnp.ca)

MNP LTD.
148 Fullarton Street
London, ON N6A 5P3
Attention: Rob Smith

Mr. Smith,

RE: Review of condominium liens registered against title to the Real Property (as hereinafter defined) owned by Keele Medical Properties Ltd. (the "Company")

At your request, we have reviewed the condominium liens registered by Toronto Standard Condominium Corporation No. 1786 ("TSCC No. 1786") against title to the Real Property (as defined herein) owned by the Company. We undertake the analysis herein with a view to forming an opinion as to the enforceability of such liens as against the identified Real Property.

This report is provided solely for the benefit of MNP Ltd., in its capacity as court appointed receiver of, among other things, condominium units on real property municipally known as 2701 & 2737 Keele Street, Toronto, Ontario, and more particularly described in Appendix "A" attached hereto (together, the "Real Property")(in such capacity, the "Receiver") and may not be used or relied upon by any other person or for any other purpose without our prior express written consent.

The Condominium Liens

On May 29, 2015, TSCC No. 1786 registered a condominium lien (the "First Condominium Lien") against the condominium units described in Appendix "B" hereto. Pursuant to the First Condominium Lien, which is also attached at Appendix "B", TSCC No. 1786 certifies that it has a claim for lien against the units described in Appendix "B" for:

- (i) unpaid common expenses in the amount of \$54,435.54;
- (ii) the amount by which the Company defaults in its obligation to contribute, after the registration of the lien, to common expenses; and
- (iii) all interest owing and all reasonable legal costs and reasonable expenses that TSCC No. 1786 incurs in connection with the collection or attempted collection of the amounts described in (i) and (ii), above.

[L1810103.1]

Woodbine Place, 135 Queens Plate Drive, Suite 600, Toronto, Ontario, Canada M9W 6V7
Tel: 416.746.4710 Fax: 416.746.8319 loopstranixon.com

LawExchange
INTERNATIONAL



On May 29, 2015, TSCC No. 1786 registered a second condominium lien (the “**Second Condominium Lien**” and together with the First Condominium Lien, the “**Condominium Liens**”) against the condominium units described in Appendix “C”. Pursuant to the Second Condominium Lien, which is also attached at Appendix “C” hereto, TSCC No. 1786 certifies that it has a claim for lien against the units described in Appendix “C” for:

- (i) unpaid common expenses in the amount of \$188,518.53;
- (ii) the amount by which the Company defaults in its obligation to contribute, after the registration of the lien, to common expenses; and
- (iii) all interest owing and all reasonable legal costs and reasonable expenses that TSCC No. 1786 incurs in connection with the collection or attempted collection of the amounts described in (i) and (ii), above.

The Company challenged the validity and enforceability of the Condominium Liens by filing an application with the Superior Court of Justice. On March 24, 2017, Justice Chiappetta of the Superior Court of Justice made a determination that the Condominium Liens were valid and enforceable as against the Company (*Keele Medical Properties Ltd. v. TSCC No. 1786*, 2017 ONSC 1813 at para.44 (ONSC)) and awarded costs against the Company in the amount of \$166,443.16 (*Keele Medical Properties Ltd. v. TSCC No. 1786*, 2017 ONSC 6137 at para. 3 (ONSC)).

Searches

Real Property Security

The Real Property, identified as the relevant real property for the purposes of this security review, comprises two parcels of land. One of the parcels of land has a condominium building erected on it and comprises over 100 parking/condominium units (collectively the “**Units**” or individually a “**Unit**”).

We have obtained and reviewed parcel registers (the “**Parcel Registers**”) in respect of each of the Units, copies of which searches are attached hereto as Appendix “D”. Such searches disclose the following registrations in respect of the Condominium Liens:

- the First Condominium Lien in the principal amount of \$188,518.53 was registered on title to the Units described in Appendix “B” hereto on May 29, 2015 under Instrument No. AT3896448. The lien is in favour of TSCC No. 1786 and is purported to be for unpaid common expenses;
- the Second Condominium Lien in the principal amount of \$54,435.54 was registered on title to the Units described in Appendix “C” hereto on May 29, 2015 under Instrument No. AT3896438. The lien is in favour of TSCC No. 1786 and is purported to be for unpaid common expenses.

In addition to the registrations in respect of the Condominium Liens, the Parcel Registers also disclose the following registrations:



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- a mortgage in the principal amount of \$6,000,000 was registered on title to the Real Property on December 10, 2014, which mortgage is in favour of Versabank and registered under Instrument No. AT3762736;
- a mortgage in the principal amount of \$4,080,000.00 was registered on title to the Real Property on December 10, 2014 under Instrument No. AT3762758. The mortgage is in favour of Keele Medical;
- a mortgage in the principal amount of \$1,200,000 was registered on title to the Real Property on December 10, 2014 under Instrument No. AT3762769. The mortgage is in favour of Westmount-Keele Limited;
- a construction lien in the principal amount of \$1,698,373.89 was registered on title to the Units described in Appendix "E" hereto on May 20, 2015 under Instrument No. AT3887247. The construction lien is in favour of Galrich Restoration Inc.; and

We have assumed that the information contained in the title searches is correct, accurate and complete, and that the Condominium Liens registered against the Real Property are validly registered under prevailing laws and continue to be so registered as of the date hereof.

Subject to proper notice being provided to other encumbrancers of the Real Property, pursuant to section 86(1) of the *Condominium Act*, 1998, S.O. 1998, c. 19, the Condominium Liens have priority over every registered and unregistered encumbrance, including the encumbrances referenced above.

We have assumed that TSCC No. 1786 provided proper notice of the Condominium Liens to all encumbrancers with a registration against the Real Property such that the Condominium Liens are valid and enforceable as against all encumbrancers, such that will have priority to all registered and unregistered encumbrances for the liened amounts.

Assumptions and Qualifications

Specific Assumptions

- We have assumed that the Condominium Liens were registered within three (3) months after the default that gave rise to each of the Condominium Liens occurred; and
- We have assumed that Justice Chiapetta's decision dated March 24, 2020 relates to both the First and Second Condominium Liens.

General Assumptions and Qualifications

- In addition to such other assumptions and qualifications set out herein, our review is subject to the general assumptions and qualifications set out in Appendix "F" attached hereto.



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Conclusion

Subject to the assumptions and qualifications above and those set out in the Appendix "G" hereto, it is our opinion that the Condominium Liens, as they concern the Real Property, are valid and enforceable as of the date hereof and that the Condominium Liens will have priority to all encumbrances registered against the units which the Condominium Liens are registered against.

If you require any further assistance or have any questions in respect of the matters discussed herein, please do not hesitate to contact us.

Yours very truly,

LOOPSTRA NIXON LLP

Encl.



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

APPENDIX "A"
REAL PROPERTY
(see attached)

DESCRIPTION OF REAL PROPERTY**2701 Keele Street, Toronto, Ontario**

PART OF LOT 10 CONCESSION 3, WEST OF YONGE STREET, DESIGNATED PART 8 PLAN 66R-22243, S/T AN EASE IN GROSS OVER PART 8 PLAN 66R-22243 AS IN AT-960112. T/W AN EASEMENT OVER PARTS 1,2,3 ON 66R-22508 AS SET OUT IN AT1556071. PIN 10235-1369(LT)

2737 Keele Street, Toronto, Ontario

UNIT 1, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0538 (LT)

UNIT 11, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0548 (LT)

UNIT 12, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0549 (LT)

UNIT 13, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0550 (LT)

UNIT 14, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0551 (LT)

UNIT 15, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "N" OF DECLARATION NO. AT1223533 PIN 12786-0552 (LT)

UNIT 16, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0553 (LT)

UNIT 17, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0554 (LT)

UNIT 18, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0555 (LT)

UNIT 19, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0556 (LT)

UNIT 20, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0557 (LT)

UNIT 21, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS

1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0558 (LT)

UNIT 22, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0559 (LT)

UNIT 23, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0560 (LT)

UNIT 24, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0561 (LT)

UNIT 25, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0562 (LT)

UNIT 26, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0563 (LT)

UNIT 27, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0564 (LT)

UNIT 28, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0565 (LT)

UNIT 29, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0566 (LT)

UNIT 30, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0567 (LT)

UNIT 31, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0568 (LT)

UNIT 32, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0569 (LT)

UNIT 33, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0570 (LT)

UNIT 34, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS

1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0571 (LT)

UNIT 35, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0572 (LT)

UNIT 36, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0573 (LT)

UNIT 37, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0574 (LT)

UNIT 38, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0575 (LT)

UNIT 39, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0576 (LT)

UNIT 40, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS

1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0577 (LT)

UNIT 41, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0578 (LT)

UNIT 42, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0579 (LT)

UNIT 43, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0580 (LT)

UNIT 44, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0581 (LT)

UNIT 45, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0582 (LT)

UNIT 46, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1,

2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0583 (LT)

UNIT 47, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0584 (LT)

UNIT 48, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0585 (LT)

UNIT 49, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0586 (LT)

UNIT 50, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0587 (LT)

UNIT 51, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0588 (LT)

UNIT 86, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0623 (LT)

UNIT 384, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0921 (LT)

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0001 (LT)

UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0002 (LT)

UNIT 3, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0003 (LT)

UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0004 (LT)

UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0005 (LT)

UNIT 6, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS

1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0006 (LT)

UNIT 7, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0007 (LT)

UNIT 8, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0008 (LT)

UNIT 9, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0009 (LT)

UNIT 10, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0010 (LT)

UNIT 11, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0011 (LT)

UNIT 12, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0012 (LT)

UNIT 13, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0013 (LT)

UNIT 14, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0014 (LT)

UNIT 15, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0015 (LT)

UNIT 16, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0016 (LT)

UNIT 17, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0017 (LT)

UNIT 18, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0018 (LT)

UNIT 19, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0019 (LT)

UNIT 20, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0020 (LT)

UNIT 21, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0021 (LT)

UNIT 22, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "N" OF DECLARATION NO. AT1223533 PIN 12786-0022 (LT)

UNIT 23, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0023 (LT)

UNIT 24, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0024 (LT)

UNIT 25, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0025 (LT)

UNIT 26, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0026 (LT)

UNIT 27, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0027 (LT)

UNIT 28, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0028 (LT)

UNIT 29, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0029 (LT)

UNIT 30, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0030 (LT)

UNIT 31, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0031 (LT)

UNIT 66, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0066 (LT)

UNIT 67, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0067 (LT)

UNIT 68, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0068 (LT)

UNIT 69, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0069 (LT)

UNIT 70, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0070 (LT)

UNIT 71, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0071 (LT)

UNIT 72, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0072 (LT)

UNIT 73, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0073 (LT)

UNIT 74, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0074 (LT)

UNIT 75, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0075 (LT)

UNIT 76, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0076 (LT)

UNIT 77, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0077 (LT)

UNIT 78, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0078 (LT)

UNIT 79, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0079 (LT)

UNIT 80, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0080 (LT)

UNIT 81, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0081 (LT)

UNIT 82, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0082 (LT)

UNIT 83, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0083 (LT)

UNIT 84, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM

PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0084 (LT)

UNIT 85, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0085 (LT)

UNIT 86, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0086 (LT)

UNIT 87, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0087 (LT)

UNIT 88, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0088 (LT)

UNIT 89, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0089 (LT)

UNIT 90, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0090 (LT)

UNIT 91, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0091 (LT)

UNIT 92, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0092 (LT)

UNIT 93, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0093 (LT)

UNIT 94, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0094 (LT)

UNIT 95, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0095 (LT)

UNIT 96, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS

SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0096 (LT)

UNIT 97, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0097 (LT)

UNIT 98, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0098 (LT)

UNIT 99, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0099 (LT)

UNIT 100, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0100 (LT)

UNIT 101, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0101 (LT)

UNIT 102, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. : S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0102 (LT)

UNIT 103, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0103 (LT)

UNIT 104, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0104 (LT)

UNIT 55, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0163 (LT)

UNIT 56, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0164 (LT)

UNIT 143, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0251 (LT)

UNIT 57, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0308 (LT)

UNIT 15, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0527 (LT)

UNIT 16, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0528 (LT)

UNIT 1, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0530 (LT)

UNIT 2, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0531 (LT)

UNIT 3, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0532 (LT)

UNIT 5, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0534 (LT)

UNIT 6, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0535 (LT)

UNIT 8, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7,

8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0537 (LT)

UNIT 193, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 10, CONCESSION 3, WYS, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0730 (LT)

UNIT 2, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 1786 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 10, CONCESSION 3, WYS. DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 66R22494, CITY OF TORONTO. ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. AT1223533 PIN 12786-0539 (LT)



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APPENDIX "B"

**CONDOMINIUM LIEN
(Instrument No. AT3896438)**

- | | | |
|---------------------|---------------------|---------------------|
| 1. 12786-0548 (LT) | 37. 12786-0584 (LT) | 73. 12786-0096 (LT) |
| 2. 12786-0549 (LT) | 38. 12786-0585 (LT) | 74. 12786-0097 (LT) |
| 3. 12786-0550 (LT) | 39. 12786-0586 (LT) | 75. 12786-0098 (LT) |
| 4. 12786-0551 (LT) | 40. 12786-0587 (LT) | 76. 12786-0163 (LT) |
| 5. 12786-0552 (LT) | 41. 12786-0588 (LT) | 77. 12786-0164 (LT) |
| 6. 12786-0553 (LT) | 42. 12786-0623 (LT) | 78. 12786-0251 (LT) |
| 7. 12786-0554 (LT) | 43. 12786-0066 (LT) | 79. 12786-0308 (LT) |
| 8. 12786-0555 (LT) | 44. 12786-0067 (LT) | 80. 12786-0730 (LT) |
| 9. 12786-0556 (LT) | 45. 12786-0068 (LT) | |
| 10. 12786-0557 (LT) | 46. 12786-0069 (LT) | |
| 11. 12786-0558 (LT) | 47. 12786-0070 (LT) | |
| 12. 12786-0559 (LT) | 48. 12786-0071 (LT) | |
| 13. 12786-0560 (LT) | 49. 12786-0072 (LT) | |
| 14. 12786-0561 (LT) | 50. 12786-0073 (LT) | |
| 15. 12786-0562 (LT) | 51. 12786-0074 (LT) | |
| 16. 12786-0563 (LT) | 52. 12786-0075 (LT) | |
| 17. 12786-0564 (LT) | 53. 12786-0076 (LT) | |
| 18. 12786-0565 (LT) | 54. 12786-0077 (LT) | |
| 19. 12786-0566 (LT) | 55. 12786-0078 (LT) | |
| 20. 12786-0567 (LT) | 56. 12786-0079 (LT) | |
| 21. 12786-0568 (LT) | 57. 12786-0080 (LT) | |
| 22. 12786-0569 (LT) | 58. 12786-0081 (LT) | |
| 23. 12786-0570 (LT) | 59. 12786-0082 (LT) | |
| 24. 12786-0571 (LT) | 60. 12786-0083 (LT) | |
| 25. 12786-0572 (LT) | 61. 12786-0084 (LT) | |
| 26. 12786-0573 (LT) | 62. 12786-0085 (LT) | |
| 27. 12786-0574 (LT) | 63. 12786-0086 (LT) | |
| 28. 12786-0575 (LT) | 64. 12786-0087 (LT) | |
| 29. 12786-0576 (LT) | 65. 12786-0088 (LT) | |
| 30. 12786-0577 (LT) | 66. 12786-0089 (LT) | |
| 31. 12786-0578 (LT) | 67. 12786-0090 (LT) | |
| 32. 12786-0579 (LT) | 68. 12786-0091 (LT) | |
| 33. 12786-0580 (LT) | 69. 12786-0092 (LT) | |
| 34. 12786-0581 (LT) | 70. 12786-0093 (LT) | |
| 35. 12786-0582 (LT) | 71. 12786-0094 (LT) | |
| 36. 12786-0583 (LT) | 72. 12786-0095 (LT) | |



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BARRISTERS AND SOLICITORS

APPENDIX "C"

**CONDOMINIUM LIEN
(Instrument No. AT3896448)**

1. 12786-0538 (LT)
2. 12786-0539 (LT)
3. 12786-0921 (LT)
4. 12786-0001 (LT)
5. 12786-0002 (LT)
6. 12786-0003 (LT)
7. 12786-0004 (LT)
8. 12786-0005 (LT)
9. 12786-0006 (LT)
10. 12786-0007 (LT)
11. 12786-0008 (LT)
12. 12786-0009 (LT)
13. 12786-0010 (LT)
14. 12786-0011 (LT)
15. 12786-0012 (LT)
16. 12786-0013 (LT)
17. 12786-0014 (LT)
18. 12786-0015 (LT)
19. 12786-0016 (LT)
20. 12786-0017 (LT)
21. 12786-0018 (LT)
22. 12786-0019 (LT)
23. 12786-0020 (LT)
24. 12786-0021 (LT)
25. 12786-0022 (LT)
26. 12786-0023 (LT)
27. 12786-0024 (LT)
28. 12786-0025 (LT)
29. 12786-0026 (LT)
30. 12786-0027 (LT)
31. 12786-0028 (LT)
32. 12786-0029 (LT)
33. 12786-0030 (LT)
34. 12786-0031 (LT)



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

APPENDIX "D"

TITLE SEARCHES

[Owing to the size of the parcel searches, the same has been provided to the Receiver electronically but have not been included as an appendix to each security review prepared by Loopstra Nixon LLP. Loopstra Nixon LLP understands that a single copy of such parcel searches shall be included in the Receiver's next report to Court.]



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

APPENDIX "E"

**CONSTRUCTION LIEN
(Instrument No. AT3887247)**

- | | | |
|---------------------|---------------------|---------------------|
| 1. 12786-0548 (LT) | 37. 12786-0584 (LT) | 73. 12786-0096 (LT) |
| 2. 12786-0549 (LT) | 38. 12786-0585 (LT) | 74. 12786-0097 (LT) |
| 3. 12786-0550 (LT) | 39. 12786-0586 (LT) | 75. 12786-0098 (LT) |
| 4. 12786-0551 (LT) | 40. 12786-0587 (LT) | 76. 12786-0163 (LT) |
| 5. 12786-0552 (LT) | 41. 12786-0588 (LT) | 77. 12786-0164 (LT) |
| 6. 12786-0553 (LT) | 42. 12786-0623 (LT) | 78. 12786-0251 (LT) |
| 7. 12786-0554 (LT) | 43. 12786-0066 (LT) | 79. 12786-0308 (LT) |
| 8. 12786-0555 (LT) | 44. 12786-0067 (LT) | |
| 9. 12786-0556 (LT) | 45. 12786-0068 (LT) | |
| 10. 12786-0557 (LT) | 46. 12786-0069 (LT) | |
| 11. 12786-0558 (LT) | 47. 12786-0070 (LT) | |
| 12. 12786-0559 (LT) | 48. 12786-0071 (LT) | |
| 13. 12786-0560 (LT) | 49. 12786-0072 (LT) | |
| 14. 12786-0561 (LT) | 50. 12786-0073 (LT) | |
| 15. 12786-0562 (LT) | 51. 12786-0074 (LT) | |
| 16. 12786-0563 (LT) | 52. 12786-0075 (LT) | |
| 17. 12786-0564 (LT) | 53. 12786-0076 (LT) | |
| 18. 12786-0565 (LT) | 54. 12786-0077 (LT) | |
| 19. 12786-0566 (LT) | 55. 12786-0078 (LT) | |
| 20. 12786-0567 (LT) | 56. 12786-0079 (LT) | |
| 21. 12786-0568 (LT) | 57. 12786-0080 (LT) | |
| 22. 12786-0569 (LT) | 58. 12786-0081 (LT) | |
| 23. 12786-0570 (LT) | 59. 12786-0082 (LT) | |
| 24. 12786-0571 (LT) | 60. 12786-0083 (LT) | |
| 25. 12786-0572 (LT) | 61. 12786-0084 (LT) | |
| 26. 12786-0573 (LT) | 62. 12786-0085 (LT) | |
| 27. 12786-0574 (LT) | 63. 12786-0086 (LT) | |
| 28. 12786-0575 (LT) | 64. 12786-0087 (LT) | |
| 29. 12786-0576 (LT) | 65. 12786-0088 (LT) | |
| 30. 12786-0577 (LT) | 66. 12786-0089 (LT) | |
| 31. 12786-0578 (LT) | 67. 12786-0090 (LT) | |
| 32. 12786-0579 (LT) | 68. 12786-0091 (LT) | |
| 33. 12786-0580 (LT) | 69. 12786-0092 (LT) | |
| 34. 12786-0581 (LT) | 70. 12786-0093 (LT) | |
| 35. 12786-0582 (LT) | 71. 12786-0094 (LT) | |
| 36. 12786-0583 (LT) | 72. 12786-0095 (LT) | |



APPENDIX "F"

GENERAL ASSUMPTIONS AND QUALIFICATIONS

Assumptions

For the purposes of the views expressed in the condominium lien review to which these general assumptions and qualifications are appended, we have made the following assumptions:

- (a) all signatures, including, without limitation, any electronic or digital signatures, are genuine, all documents submitted to us as originals are authentic, and all documents submitted to us as copies conform to authentic original documents;
- (b) that each of the documents provided to us was executed on the day appearing on each document as the date of the document or the date of execution;
- (c) the full legal capacity of those individuals signing any documents at all relevant times;
- (d) other than as disclosed and discussed, no further registrations by TSCC No. 1786 were required to maintain perfected condominium liens under governing laws;
- (e) the conduct of the parties to the documents has complied with any requirement of good faith, fair dealing and conscionability;
- (f) there are no agreements or understandings between any parties, written or oral, and there is no usage of trade or course of prior dealing between any parties that would, in either case, define, supplement or qualify the terms of the documents;
- (g) the accuracy and completeness of the records maintained by any office of public record; and
- (h) that the common expenses that gave rise to the Condominium Liens have actually been incurred by TSCC No. 1786.

Qualifications

The views expressed in the security review to which these general assumptions and qualifications are appended are subject to the following qualifications:

- (a) the enforceability of the Condominium Liens may be limited by general principles of equity, and no opinion is given as to any specific remedy that may be granted, imposed or rendered (including equitable remedies such as specific performance and injunction);
- (b) without limiting the foregoing:
 - i. a certificate, determination, notification or opinion as to any matter provided for in the Construction Liens may be held by a Court not to be conclusive if it can be shown to have been an unreasonable or arbitrary basis or in the event of a manifest error;
- (c) no opinion is expressed as to title or the beneficial interest of any person in any property; and
- (d) the enforcement of the Condominium Liens, or any judgment arising out of or in connection therewith may be limited by bankruptcy, insolvency, winding-up, reorganization, limitation of action,



LOOPSTRA NIXON LLP

BARRISTERS AND SOLICITORS

moratorium, fraudulent conveyance, assignments and preferences, or other laws affecting creditors' rights generally.

TAB 20

STATEMENT OF COMMON EXPENSE ARREARS

POST SEPTEMBER 2019 ONLY

DATE: July 6, 2020
CALCULATED AS AT: July 6, 2020
RE: Toronto Standard Condominium Corporation No. 1786 (the "Corporation") and Keele Medical Properties Ltd. / Singh
Common Expense Arrears
Unit 1, Level A; Unit 2, Level A; Unit 384, Level A; Units 1-31, Level 1;
Units 66 to 98, Level 1; Units 55, 56, 143, Level 2; Unit 57, Level 3; Units 11-51, Level A; Units 86, 193, Level A - 2737 Keele Street, Toronto
OUR FILE REFERENCE: 080358.0002 – Commercial/Parking/Locker Units

Common expense payments due September 1, 2019 through to and including July 1, 2020, each in the amount of \$25,742.90	\$	283,171.90
Late payment interest to date, calculated on the aforesaid amounts in accordance with the By-laws of the Corporation	\$	22,222.88
TOTAL COMMON EXPENSES DUE AND OWING	\$	305,394.78

Payment is required in full, by way of certified cheque or money order made payable to "Elia Associates, in trust"

E. & O. E.

TAB 2P

PIN	Condo Lien #1 A73896448	Condo Lien #2 A73896438	BUILDING LEVEL	UNIT	% Common Expenses		
2701 Keele Street							
10235-1369	-	-					
2737 Keele Street							
12786-0538	Registered	-	LEVEL A	1	0.0511	Grouping	Percentage of All Condo Common Expenses
12786-0548	-	Registered	LEVEL A	11	0.0329		
12786-0549	-	Registered	LEVEL A	12	0.0329	Lien AT3896448	10.45%
12786-0550	-	Registered	LEVEL A	13	0.0329	Lien AT3896438	2.61%
12786-0551	-	Registered	LEVEL A	14	0.0329	No Registered Condo Liens	0.00%
12786-0552	-	Registered	LEVEL A	15	0.0329	TOTAL	13.06%
12786-0553	-	Registered	LEVEL A	16	0.0329		
12786-0554	-	Registered	LEVEL A	17	0.0329	Grouping	Percentage of Keele Unit Common Expenses
12786-0555	-	Registered	LEVEL A	18	0.0329		
12786-0556	-	Registered	LEVEL A	19	0.0329	Lien AT3896448	80%
12786-0557	-	Registered	LEVEL A	20	0.0329	Lien AT3896438	19.99%
12786-0558	-	Registered	LEVEL A	21	0.0329	No Registered Condo Liens	0.0001
12786-0559	-	Registered	LEVEL A	22	0.0329		
12786-0560	-	Registered	LEVEL A	23	0.0329	Grouping	Amount of Pre-Receiverhsip Keele Unit Common Expenses
12786-0561	-	Registered	LEVEL A	24	0.0329		
12786-0562	-	Registered	LEVEL A	25	0.0329	Lien AT3896448	\$1,280,000
12786-0563	-	Registered	LEVEL A	26	0.0329	Lien AT3896438	\$319,747.72
12786-0564	-	Registered	LEVEL A	27	0.0329	No Registered Condo Liens	\$171.45
12786-0565	-	Registered	LEVEL A	28	0.0329		
12786-0566	-	Registered	LEVEL A	29	0.0329		
12786-0567	-	Registered	LEVEL A	30	0.0329		
12786-0568	-	Registered	LEVEL A	31	0.0329		
12786-0569	-	Registered	LEVEL A	32	0.0329		
12786-0570	-	Registered	LEVEL A	33	0.0329		
12786-0571	-	Registered	LEVEL A	34	0.0329		
12786-0572	-	Registered	LEVEL A	35	0.0329		
12786-0573	-	Registered	LEVEL A	36	0.0329		
12786-0574	-	Registered	LEVEL A	37	0.0329		
12786-0575	-	Registered	LEVEL A	38	0.0329		
12786-0576	-	Registered	LEVEL A	39	0.0329		
12786-0577	-	Registered	LEVEL A	40	0.0329		
12786-0578	-	Registered	LEVEL A	41	0.0329		
12786-0579	-	Registered	LEVEL A	42	0.0329		
12786-0580	-	Registered	LEVEL A	43	0.0329		
12786-0581	-	Registered	LEVEL A	44	0.0329		
12786-0582	-	Registered	LEVEL A	45	0.0329		
12786-0583	-	Registered	LEVEL A	46	0.0329		
12786-0584	-	Registered	LEVEL A	47	0.0329		
12786-0585	-	Registered	LEVEL A	48	0.0329		
12786-0586	-	Registered	LEVEL A	49	0.0329		
12786-0587	-	Registered	LEVEL A	50	0.0329		
12786-0588	-	Registered	LEVEL A	51	0.0329		
12786-0623	-	Registered	LEVEL A	86	0.0329		
12786-0921	Registered	-	LEVEL A	384	0.0664		
12786-0001	Registered	-	LEVEL 1	1	0.11		
12786-0002	Registered	-	LEVEL 1	2	0.217		
12786-0003	Registered	-	LEVEL 1	3	0.0395		
12786-0004	Registered	-	LEVEL 1	4	0.0577		
12786-0005	Registered	-	LEVEL 1	5	0.1123		
12786-0006	Registered	-	LEVEL 1	6	0.1366		
12786-0007	Registered	-	LEVEL 1	7	0.77		
12786-0008	Registered	-	LEVEL 1	8	0.3159		
12786-0009	Registered	-	LEVEL 1	9	0.807		
12786-0010	Registered	-	LEVEL 1	10	0.577		
12786-0011	Registered	-	LEVEL 1	11	0.2155		
12786-0012	Registered	-	LEVEL 1	12	0.1244		
12786-0013	Registered	-	LEVEL 1	13	0.2731		
12786-0014	Registered	-	LEVEL 1	14	0.2913		
12786-0015	Registered	-	LEVEL 1	15	0.5584		
12786-0016	Registered	-	LEVEL 1	16	0.2762		
12786-0017	Registered	-	LEVEL 1	17	0.1851		
12786-0018	Registered	-	LEVEL 1	18	0.1882		
12786-0019	Registered	-	LEVEL 1	19	0.3186		
12786-0020	Registered	-	LEVEL 1	20	0.2853		
12786-0021	Registered	-	LEVEL 1	21	0.2155		
12786-0022	Registered	-	LEVEL 1	22	0.2701		
12786-0023	Registered	-	LEVEL 1	23	0.3186		
12786-0024	Registered	-	LEVEL 1	24	0.1275		
12786-0025	Registered	-	LEVEL 1	25	0.586		
12786-0026	Registered	-	LEVEL 1	26	0.2064		
12786-0027	Registered	-	LEVEL 1	27	0.4977		
12786-0028	Registered	-	LEVEL 1	28	0.2671		
12786-0029	Registered	-	LEVEL 1	29	0.2671		
12786-0030	Registered	-	LEVEL 1	30	0.2762		
12786-0031	Registered	-	LEVEL 1	31	0.2883		
12786-0066	-	Registered	LEVEL 1	66	0.0329		
12786-0067	-	Registered	LEVEL 1	67	0.0329		
12786-0068	-	Registered	LEVEL 1	68	0.0329		
12786-0069	-	Registered	LEVEL 1	69	0.0329		
12786-0070	-	Registered	LEVEL 1	70	0.0329		
12786-0071	-	Registered	LEVEL 1	71	0.0329		
12786-0072	-	Registered	LEVEL 1	72	0.0329		
12786-0073	-	Registered	LEVEL 1	73	0.0329		
12786-0074	-	Registered	LEVEL 1	74	0.0329		
12786-0075	-	Registered	LEVEL 1	75	0.0329		
12786-0076	-	Registered	LEVEL 1	76	0.0329		
12786-0077	-	Registered	LEVEL 1	77	0.0329		
12786-0078	-	Registered	LEVEL 1	78	0.0329		
12786-0079	-	Registered	LEVEL 1	79	0.0329		
12786-0080	-	Registered	LEVEL 1	80	0.0329		
12786-0081	-	Registered	LEVEL 1	81	0.0329		
12786-0082	-	Registered	LEVEL 1	82	0.0329		
12786-0083	-	Registered	LEVEL 1	83	0.0329		
12786-0084	-	Registered	LEVEL 1	84	0.0329		
12786-0085	-	Registered	LEVEL 1	85	0.0329		

12786-0086	-	Registered	LEVEL 1	86	0.0329
12786-0087	-	Registered	LEVEL 1	87	0.0329
12786-0088	-	Registered	LEVEL 1	88	0.0329
12786-0089	-	Registered	LEVEL 1	89	0.0329
12786-0090	-	Registered	LEVEL 1	90	0.0329
12786-0091	-	Registered	LEVEL 1	91	0.0329
12786-0092	-	Registered	LEVEL 1	92	0.0329
12786-0093	-	Registered	LEVEL 1	93	0.0329
12786-0094	-	Registered	LEVEL 1	94	0.0329
12786-0095	-	Registered	LEVEL 1	95	0.0329
12786-0096	-	Registered	LEVEL 1	96	0.0329
12786-0097	-	Registered	LEVEL 1	97	0.0329
12786-0098	-	Registered	LEVEL 1	98	0.0329
12786-0099	-	-	LEVEL 1	99	0.0001
12786-0100	-	-	LEVEL 1	100	0.0001
12786-0101	-	-	LEVEL 1	101	0.0001
12786-0102	-	-	LEVEL 1	102	0.0001
12786-0103	-	-	LEVEL 1	103	0.0001
12786-0104	-	-	LEVEL 1	104	0.0001
12786-0163	-	Registered	LEVEL 2	55	0.0329
12786-0164	-	Registered	LEVEL 2	56	0.0329
12786-0251	-	Registered	LEVEL 2	143	0.0329
12786-0308	-	Registered	LEVEL 3	57	0.0329
12786-0527	-	-	LEVEL 10	15	0.0001
12786-0528	-	-	LEVEL 10	16	0.0001
12786-0530	-	-	LEVEL 11	1	0.0001
12786-0531	-	-	LEVEL 11	2	0.0001
12786-0532	-	-	LEVEL 11	3	0.0001
12786-0534	-	-	LEVEL 11	5	0.0001
12786-0535	-	-	LEVEL 11	6	0.0001
12786-0537	-	-	LEVEL 11	8	0.0001
12786-0730	-	Registered	LEVEL A	193	0.0118
12786-0539	Registered	-	LEVEL A	2	0.0118