

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

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

- and -

TERRASAN 327 ROYAL YORK RD. LIMITED

Respondent

**MOTION RECORD
(returnable July 15, 2019)**

Date: July 9, 2019

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(as at June 27, 2019)

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(as at June 27, 2019)

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TAB 1

Court File No.: CV-17-11679-00CL

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

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

- and -

TERRASAN 327 ROYAL YORK RD. LIMITED

Respondent

**NOTICE OF MOTION
(returnable July 15, 2019)**

BDO Canada Limited (“**BDO**”), in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of Terrasan 327 Royal York Rd. Limited (“**Terrasan**”), will make a motion to a judge presiding over the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on July 15, 2019, at 10:00 a.m., or as soon after that time as the motion may be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. An Order, substantially in form attached hereto as **TAB 3** of the Motion Record, for the following relief:
 - (a) abridging the time for service of the Notice of Motion herein, Motion Record and the twelfth report of BDO, in its capacity as Receiver, dated July 9, 2019 (the “**Twelfth Report**”), so that this Motion is properly returnable on July 15, 2019, and dispensing with further service thereof;

- (b) establishing a claims procedure in respect of claims against Terrasan asserted by investors in a syndicated mortgage held in the name of Olympia Trust Company, John Fletcher and Community Trust Company (the “**Syndicated Mortgage**”);
- (c) approving and authorizing the lien claim settlement agreement dated April 24, 2019 between Shalom Electric Inc. (“**Shalom**”) and the Receiver (the “**Shalom Settlement Agreement**”), and the distribution to Shalom in the amount of \$5,143.12 (the “**Shalom Distribution**”), in accordance with the terms of the Shalom Settlement Agreement;
- (d) approving the Twelfth Report to the Court and the activities of the Receiver as described therein;
- (e) approving the fees and disbursements of the Receiver as set out in the affidavit of Clark Longergan sworn July 2, 2019 and the fees and disbursements of the Receiver’s counsel, Dentons Canada LLP, as set out in the affidavit of Mark Freake sworn July 8, 2019;
- (f) approving the Receiver’s interim statement of receipts and disbursements dated June 27, 2019; and
- (g) such further and other grounds as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

1. By Order of the Court dated February 24, 2017 (the “**Receivership Order**”), BDO was appointed as the Receiver of all of the assets, undertakings and properties of Terrasan;
2. Terrasan’s principal asset is a partially constructed residential condominium development located at 327 Royal York Rd., Toronto, Ontario, known as the “*On the Go Mimico*” (the “**Property**”);

3. As detailed in prior reports filed by the Receiver, four mortgages were registered against title to the Property. The Receiver has made full and final distributions in respect of the three of the mortgages as follows:
 - (a) the Receiver distributed the amount of \$12,692,899.41 to the first mortgagee, Centurion Mortgage Capital Corporation (“**Centurion**”), in full and final satisfaction of all amounts owing by Terrasan to Centurion;
 - (b) the Receiver made distributions totaling \$3,767,046.61 and \$294,720.37 on account of deposit claims distributions, which were secured by the second position Guarantee Company of North America mortgage; and
 - (c) the Receiver distributed the amount of \$3,404,228.47 to the third position mortgagee, Diversified Capital Inc. (“**Diversified**”), in full and final satisfaction of all amounts owing by Terrasan to Diversified;
4. As set out in the Receiver’s interim statement of receipts and disbursements, the Receiver is currently holding the amount of \$9,058,788.53;

The Shalom Distribution

5. On April 20, 2017, Shalom filed a lien claim in the amount of \$73,198.12 against title to the Property. Following numerous discussions, the Receiver entered into the Shalom Settlement Agreement;
6. The Settlement Agreement contemplates a distribution to Shalom in the amount of \$5,142.12 from the Sale Proceeds as a payment on amount of the Shalom limited lien priority;
7. The Receiver is of the view that:
 - (a) the Shalom Settlement Agreement is reasonable; and
 - (b) the Shalom Distribution is reasonable and appropriate in the circumstances;

The Syndicated Mortgage - Claims Procedure

8. As noted in the tenth report of the Receiver, and pursuant to a payout statement received on account of the fourth position Syndicated Mortgage (as of December 17, 2017), the amount of \$11,160,862.42 was due and owing under the Syndicated Mortgage;
9. The Syndicated Mortgage represents the remaining secured indebtedness claim to the sale proceeds generated from the sale of the Property;
10. The Receiver understands that there are 175 individual investors (the “**Investors**”) in the Syndicated Mortgage;
11. Kara Hamilton of Arbesman Hamilton LLP is the bare trustee of the Syndicated Mortgage (the “**Bare Trustee**”);
12. The Bare Trustee has delivered to the Receiver copies of various records setting out, among other things, the name, address and amount of investment of each Investor (the “**Records**”), which Records enabled the Receiver to make a preliminary assessment as to the identity and quantum of investment of each Investor in the Syndicated Mortgage;
13. The Receiver holds sufficient funds in the estate to make distributions on account of the indebtedness due under the Syndicated Mortgage;
14. The Receiver is unable to locate any books and records of Terrasan relating to the Syndicated Mortgage;
15. The Receiver is of the view that it is just, appropriate and in the best interest of the administration of the receivership estate to establish a reverse claims procedure to:
 - (a) confirm the identity of each Investor in the Syndicated Mortgage and confirm the quantum of the investment of each Investor in the Syndicated Mortgage as provided in the Records; and
 - (b) facilitate and support pro-rated distributions on amounts of each Investors Claim as determined through the claims process;

16. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

17. The Twelfth Report of the Receiver and the appendices attached thereto;

18. The Receivership Order; and

19. Such further and other material as counsel may advise and this Honourable Court may permit.

DATED: July 9, 2019

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Lawyers for the Receiver

CENTURION MORTGAGE CAPITAL CORPORATION

- and -

TERRASAN 327 ROYAL YORK RD. LIMITED

Applicant

Respondent

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

PROCEEDING COMMENCED AT TORONTO

**NOTICE OF MOTION
(returnable July 15, 2019)**

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Lawyers for the Receiver

TAB 2

Court File No. CV-17-11679-00CL

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

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

- and -

TERRASAN 327 ROYAL YORK RD. LIMITED

Respondent

TWELFTH REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY

AS COURT APPOINTED RECEIVER

July 9, 2019

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INTRODUCTION AND PURPOSE OF THIS REPORT

Introduction

1. By Order of the Honourable Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (the "**Court**") dated February 24, 2017 (the "**Receivership Order**"), BDO Canada Limited ("**BDO**") was appointed as the Court-appointed receiver (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties (collectively, the "**Assets**") of Terrasan 327 Royal York Rd. Limited ("**Terrasan**" or the "**Company**"), pursuant to the application made by Centurion Mortgage Capital Corporation ("**Centurion**").
2. The Company's principal asset was a partially constructed residential condominium development known as the "*On the Go Mimico*" (the "**Project**"). The municipal address for the Project is 327 Royal York Rd., Toronto, Ontario (the "**Property**").
3. On April 3, 2017, the Court granted an Order (the "**Sale Process Order**") which, among other things, approved a marketing and sale process set out in respect of the Assets (the "**Sale Process**").
4. On August 25, 2017, the Court granted an Approval and Vesting Order which approved, among other things, the asset purchase agreement dated July 28, 2017 between the Receiver and 2402871 Ontario Inc., and the transaction as set out therein (the "**Transaction**").
5. The Transaction closed on September 15, 2017. The net sale proceeds totaling \$30,044,444 ("**Sale Proceeds**") stand in the place and stead of the Property in respect of the various mortgages and lien claims previously registered against title to the Property.
6. On October 10, 2017, the Court granted an Order (the "**Centurion Distribution Order**") which, among other things, directed the Receiver to make a distribution from the Sale Proceeds sufficient to repay the first mortgagee, Centurion, in full and final satisfaction of all amounts owing by Terrasan to Centurion.
7. On November 16, 2017 the Court granted an Order (the "**Deposit Claims Procedure Order**") which approved the deposit claims procedure to address the claims of the purchasers of the Project's condominium units (each a "**Purchaser**") and the deposits paid (the "**Deposit Claims Procedure**").
8. On April 18, 2018, the Court granted an Order (the "**Deposit Claims Distribution Order**") which, among other things, authorized and directed the Receiver to make a distribution

from the Sale Proceeds to Purchasers with a proven deposit claim in an amount equal to the corresponding accepted deposit claim, in accordance with the Deposit Claims Procedure Order (a "**Deposit Claim Distribution**").

9. On April 27, 2018, the Court granted an Order (the "**Deposit Claims Protocol Order**") which, among other things, set out a protocol (the "**Deposit Claims Protocol**") to address: (i) the delivery of Deposit Claims Procedure documentation, and (ii) the manner in which the Tarion Warranty Corporation ("**Tarion**") bond would be reduced by the corresponding value of the delivered Deposit Claim Distributions, the value of the disallowed claims, and the value of the barred claims.
10. On July 6, 2018, the Court granted an Order (the "**Diversified Distribution Order**") which, among other things, directed the Receiver to make a distribution from the Sale Proceeds sufficient to repay the third place mortgagee, Diversified Capital Inc. ("**Diversified**"), in full and final satisfaction of all amounts owing by Terrasan to Diversified.
11. On August 29, 2018, the Court granted an Order (the "**Holdback and Distribution Order**") which, among other things, authorized the Receiver to: (i) make a distribution from the Sales Proceeds in the amount of \$200,000 to Tarion (the "**Tarion Holdback**"), (ii) make a distribution from the Sale Proceeds to the Guarantee in full and final satisfaction of the all amounts owing by Terrasan to the Guarantee (the "**Guarantee Distribution**"), and (iii) make a distribution from the Sale Proceeds to Resform Construction Limited ("**Resform**") in the amount of \$186,843.98, in accordance with a settlement of lien claim and motion agreement dated July 31, 2018 between the Receiver and Resform, in full and final settlement of Resform's lien claim.
12. On December 4, 2018, the Court granted an Order (the "**First Lien Settlement and Distribution Order**") which among other things: (i) approved and authorized the Bluescape Construction Management Inc. ("**Bluescape**") settlement agreement and the distribution to Bluescape in the amount of \$34,000, (ii) approved and authorized the Mansteel Rebar Ltd. ("**Mansteel**") settlement agreement and distribution to Mansteel in the amount of \$22,833.57, and (iii) approved and authorized the settlement of the Roni Excavating Limited settlement agreement and the distribution to Roni in the amount of \$34,000.
13. On March 12, 2019, the Court granted an Order (the "**Second Lien Settlement and Distribution Order**") which among other things: (i) approved and authorized the CRH Canada Group Inc. ("**CRH**") settlement agreement and distribution to CRH in the amount of

\$45,000; (ii) approved and authorized the Summit Concrete & Drain Ltd. ("**Summit**") settlement agreement and distribution to Summit in the amount of \$12,000; (iii) approved and authorized the R. Mancini and Associates ("**Mancini**") settlement agreement and distribution to Mancini in the amount of \$7,000; (iv) approved and authorized the Quinn Dressel Associates ("**Quinn**") settlement agreement and distribution to Quinn in the amount of \$5,596.90; (v) approved and authorized the Desrosiers Geothermal Corporation ("**Desrosiers**") settlement agreement and distribution to Desrosiers in the amount of \$71,680.63; and (vi) approved and authorized the McCallum Sather Architects Inc. ("**McCallum**") settlement agreement and distribution to McCallum in the amount of \$9,431.13.

14. The Receiver has set up a website at <http://extranets.bdo.ca/terrasan> (the "**Website**"). All prescribed materials filed by the Receiver and other parties relating to these receivership proceedings are available to creditors and other interested parties in electronic format on the Website. The Receiver makes periodic updates to the Website to ensure creditors and other interested parties are kept informed of recent developments.

Purpose of the Report

15. The purpose of this report dated July 9, 2019 (the "**Twelfth Report**") is to provide information to the Court with respect to:
 - (a) the Receiver's activities since its eleventh report dated March 6, 2019 (the "**Eleventh Report**");
 - (b) approving and authorizing the lien claim settlement agreement dated April 24, 2019 between Shalom Electric Inc. ("**Shalom**") and the Receiver (the "**Shalom Settlement Agreement**"), and the distribution to Shalom in the amount of \$5,143.12 (the "**Shalom Distribution**"), in accordance with the terms of the Shalom Settlement Agreement;
 - (c) the proposed syndicated mortgage claims procedure to address the claims of investors in the syndicated mortgage (the "**Investors**") who invested funds invested through Olympia Trust Company, John Fletcher and Community Trust Company (the "**Syndicated Mortgage Claims Procedure Order**");
 - (d) approving the Twelfth Report and the activities and conduct of the Receiver outlined herein;

- (e) approving the fees and disbursements of the Receiver and its legal counsel, Dentons Canada LLP ("**Dentons**"), as set out in this Twelfth Report, and authorizing the Receiver to pay all approved and unpaid fees and disbursements; and
- (f) approving the Receiver's interim statement of receipts and disbursements dated June 27, 2019 (the "**Interim R&D**").

Disclaimer

- 16. This Twelfth Report is prepared solely for the use of the Court for the purpose of assisting the Court in making a determination whether to: (i) approve and authorize the Shalom Settlement Agreement and Shalom Distribution, (ii) approval of the Syndicated Mortgage Claims Procedure Order; (iii) approve the actions and conduct of the Receiver as set out in this Twelfth Report, including the Interim R&D, and (iv) grant any other ancillary relief being sought.
- 17. Except as otherwise described in this Twelfth Report:
 - (a) the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
 - (b) the Receiver has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
- 18. Unless otherwise stated, all monetary amounts contained in this Twelfth Report are expressed in Canadian dollars.

ACTIVITIES OF THE RECEIVER

- 19. In addition to the activities undertaken by the Receiver as detailed in its prior reports, the Receiver has, among other things:
 - (a) made distributions to CRH, Summit, Mancini, Quinn, Desrosiers and McCallum as provided for in the Second Lien Settlement and Distribution Order;
 - (b) negotiated the Shalom Settlement Agreement, the final lien claim to be settled;

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- (c) engaged in correspondence and various discussions with representatives of the syndicated fourth position mortgagee, Olympia Trust Company, John Fletcher and Community Trust Company (the "**Syndicated Mortgage**") regarding distributions to Investors in the Syndicated Mortgage; and
- (d) engaged in correspondence and discussions with individual Investors to the Syndicated Mortgage to provide information regarding the status of a potential distribution to the Investors;
- (e) engaged in discussions with Tarion regarding the return of the Tarion Holdback;
- (f) engaged in correspondence and discussions with the Canada Revenue Agency ("**CRA**") with respect to the proof of claim filed by CRA in respect of HST and the re-assessment amount payable to CRA by Terrasan in the amount of \$1,391,914.66; and
- (g) completed other miscellaneous administrative obligations of the Receiver as required.

RECEIPTS AND DISBURSEMENTS

- 20. The Interim R&D, attached as **Appendix "A"**, reports net receipts over disbursements from the date of the Receiver's appointment to June 27, 2019 of \$9,058,778.53.
- 21. The Receiver is seeking the Court's approval of its Interim R&D.

LIEN CLAIMANT AND SECURED CREDITORS

Lien Claims

- 22. Liens totaling \$4,359,219.12 were registered against title to the Property pursuant to the *Construction Lien Act* (Ontario) (collectively, the "**Lien Claims**"). A detailed listing of the lien claims is set out in paragraph 43 of Seventh Report.
- 23. As noted in the Receiver's Ninth Report to the Court dated August 23, 2018, the Receiver received a legal opinion from Dentons that concludes that the priority of each Lien Claim to the Sale Proceeds is limited (in the circumstances) to the deficiency in the holdback (the "**Holdback Deficiency**") that was required to be retained by Terrasan. An assessment of the Holdback Deficiency (based on the records of Terrasan and information received by the lien claimant) for each lien claimant has been completed by the Receiver, and in this

regard, the Receiver negotiated limited priority lien payments with lien claimants which resulted in the lien settlements and distributions as outlined above.

24. On April 20, 2017, Shalom filed a lien claim in the amount of \$73,198.12 against title to the Property. The Shalom lien claim is the sole remaining lien claim to be resolved. Following numerous discussions, the Receiver entered into the Shalom Settlement Agreement. A copy of the Shalom Settlement Agreement is attached hereto as **Appendix "B"**.
25. The Shalom Settlement Agreement contemplates a distribution to Shalom in the amount of \$5,142.12 from the Sale Proceeds as a payment on account of the Shalom limited lien priority. The Receiver is of the view that: (i) the Shalom Settlement Agreement is reasonable, and (ii) the Shalom Distribution is appropriate and reasonable in the circumstances.

Secured Creditors | Mortgages

26. Detailed below is a summary of the charges that were registered against title to the Property prior to the closing of the Transaction, and the corresponding amount of the charges registered at Land Titles (collectively, the "**Mortgages**"):

Creditor	Instrument Number	Charge
Centurion	AT4192730	\$21,800,000
GCNA	AT3841250	\$15,053,500
Diversified	AT3235332 and AT4035434	\$3,000,000
Olympia Trust Company / John Fletcher / Community Trust Company ("Olympia")	AT3539503 and AT4464383 (Transfer of Charge)	\$15,000,000

27. As noted above:
- (a) pursuant to the Centurion Distribution Order, the Receiver distributed the amount of \$12,692,899.41 to the first mortgagee, Centurion, in full and final satisfaction of all amounts owing by Terrasan to Centurion;
 - (b) pursuant to the Deposit Claims Distribution Order granted on April 18, 2018, the Receiver has made distributions totaling \$3,767,046.61 on account of Deposit Claims Distributions, which are secured by the second position Guarantee mortgage;
 - (c) pursuant to the Diversified Distribution Order granted on July 6, 2018, the Receiver distributed the amount of \$3,404,228.47 to the third position

mortgagee, Diversified, in full and final satisfaction of all amounts owing by Terrasan to Diversified; and

- (d) pursuant to the Holdback and Distribution Order granted on August 29, 2018, the Receiver made the Tarion Holdback payment to Tarion, and the final Guarantee Distribution in the amount of \$294,720.37.

28. The amounts due under the Syndicated Mortgage remain outstanding. As noted in the Receiver's Seventh Report, the Receiver obtained a mortgage discharge statement from Kara Hamilton of Arbesman Hamilton LLP ("**Hamilton**"), which indicates that, as of December 17, 2017, the amount of \$11,160,862.42 was due and owing by Terrasan.

SYNDICATED MORTGAGE CLAIMS PROCEDURE ORDER

29. The Syndicated Mortgage is held by J. Paul Fletcher, Olympia Trust Company and Community Trust Company on behalf of the Investors. The Receiver understands that Hamilton replaced Fletcher as bare trustee for the Investors (the "**Bare Trustee**").
30. The Syndicated Mortgage was registered on title to the Property on March 17, 2014 (registered as AT4464383). A copy of a Transfer of Charge registered on title to the Property on January 19, 2017 is attached hereto as **Appendix "C"** (the "**Investor List**"). The Transfer of Charge outlines the number of Investors in the Syndicated Mortgage, together with the corresponding amounts invested by each Investor.
31. The Syndicated Mortgage has 175 individual Investors. A summary of the Syndicated Mortgage investments is provided as follows:

Summary of Syndicated Mortgage					
Trustee	Type	# of parties to syndicate	Amount	% of total	
J. Paul Fletcher	Non-Registered funds	71	\$10,567,274	70.4%	
Olympia Trust Company	Registered funds	103	4,401,726	29.3%	
Community Trust Company	Registered funds	1	31,000	0.2%	
Total		175	\$15,000,000	100.0%	

32. The Bare Trustee has provided to the Receiver documentation relating to each Investor's investment in the Syndicated Mortgage. Unfortunately, the Receiver was not able to locate any books and records at Terrasan related to the Syndicated Mortgage.

33. The Receiver holds sufficient funds in the estate to support pro-rated distributions to the Investors on account of the indebtedness due and owing to them under the Syndicated Mortgage.
34. Given the limited Terrasan books and records associated with the Syndicated Mortgage and the number of Investors, the Receiver is of the view that it is just, appropriate and in the best interest of the administration of the receivership estate to establish a procedure to identify and determine the claims of Investors for distribution purposes.
35. The Receiver has reviewed the documentation in its possession related to the Investors' investments in the Syndicated Mortgage and is of the view that the Investor List, at this time, provides the most accurate summary of the investments made by Investors in the Syndicated Mortgage. The Claims Process, as set out in the Syndicated Mortgage Claims Procedure Order, will facilitate and support pro-rated distributions on account of each Investors claims as determined through the process. The proposed reverse claims procedure will also allow for an expedited timeframe to determine claims.

Summary of Syndicated Mortgage Claims Procedure (Reverse Process)

36. Capitalized terms not otherwise defined in this section are as defined in the Syndicated Mortgage Procedure Order.
37. Notice of the Syndicated Mortgage Claims Procedure Order would include the following activities:
 - (a) the Receiver shall, by no later than July 31, 2019, send to the Investors as outlined in the Investor List, a copy of:
 - (i) the notice to investors in the form attached **Appendix "D"** (the "**Notice to Investors**"), which shall assert the claim such Investor has to the Syndicated Mortgage; and
 - (ii) a blank proof of claim, in the form attached hereto as **Appendix "E"** (the "**Proof of Claim**" and together with the Notice to Inventors, the "**Claims Package**")
 - (b) the Receiver shall post a copy of the Syndicated Mortgage Claims Procedure Order and a Claims Package on the Receiver's website at <http://www.extranets.bdo.ca/terrasan>, on or before July 19, 2019.

38. The filing of Proof of Claims and the determination of such claims would operate under the following procedure:
- (a) Investors who do not submit a Proof of Claim or Investors who agree with the Claim set forth in the Notice to Investors; shall have their Claim deemed accepted on August 30, 2019 at 5:00 p.m. (Toronto Time) (the "**Claims Bar Date**"). For greater certainty, those Investors that agree with the Claim set forth in the Notice to Investors shall not be required to file a Proof of Claim with the Receiver;
 - (b) Investors that dispute the Claim set forth in a Notice to Investors shall be required to file a Proof of Claim with the Receiver on or before the Claims Bar Date. The Receiver will then either: (i) accept the Claim set out in the Proof of Claim in its entirety; (ii) revise the amount of the Proof of Claim for distribution purposes; or (iii) disallow the Claim as set out in the Proof of Claim for distribution purposes;
 - (c) If the Receiver disputes the amount of the Claim set out in a Proof of Claim, the Receiver may (i) attempt to consensually resolve such Claim; and/or (ii) send a notice of revision or disallowance, in the form attached hereto as **Appendix "F"** (the "**Notice of Revision or Disallowance**");
 - (d) Any Investor who intends to dispute their Claim as set out in the Notice of Revision or Disallowance, shall:
 - (i) notify the Receiver of the objection in writing (setting out the grounds for the objection) by registered mail, courier, facsimile or email (in PDF format) within fifteen (15) days of receipt of a Notice of Revision or Disallowance (the "**Objection**"); and
 - (ii) file a notice of motion with the Court for the determination of the Claim in dispute (the "**Notice of Motion**"), with a copy to be sent to the Receiver immediately after filing.
 - (e) The Notice of Motion shall be supported by a sworn affidavit setting out the Investor's basis for disputing the Notice of Revision or Disallowance; and be returnable within thirty (30) days of the date on which the Receiver received the Objection.

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- (f) Where the Investor fails to deliver the Objection and/or the Notice of Motion as set forth in the sub-paragraphs above, their Claim shall be deemed accepted at the amount set forth in the Notice of Revision or Disallowance and the Investor will:
- (i) where the entire Claim is disallowed:
- (A) not be entitled to receive any distribution in these proceedings; and
- (B) be forever barred from making or enforcing any Claim in respect of the Syndicated Mortgage and that Claim will be forever extinguished;
- (ii) where the Claim has been revised:
- (A) only be entitled to receive a distribution in an amount proportional to the revised amount; and
- (B) be forever barred from making or enforcing any Claim in respect of the Syndicated Mortgage greater than the revised amount and the amount of the Claim reduced by the revision will be forever extinguished.

39. The proposed time frame for administering the Deposit Claims Procedure is summarized as follows:

Process	Date
Mailing Claims Packages	July 31, 2019
Website Posting	July 19, 2019
Claims Bar Date	August 30, 2019
Notice of Revision or Disallowance	To be delivered by the Receiver, acting reasonably
Notice of Disputes	15 calendar days after the date of the Notice of Revision or Disallowance

FEES AND DISBURSEMENTS

40. Pursuant to the Receivership Order, the Receiver has provided services and incurred disbursements, which are described in the Affidavit of Clark Lonergan sworn July 2, 2019, attached herein as **Appendix "G"**.
41. The detailed narratives contained in the invoices provide a fair and accurate description of the services provided and the amounts charged by BDO as Receiver. Included with the invoices is a summary of the time charges of partners and staff, whose services are reflected in the invoices, including the total fees and hours billed.

42. Additionally, the Receiver has incurred legal fees of its legal counsel, Dentons, in respect of these proceedings, as more particularly set out in the Affidavit of Mark Freake sworn July 8, 2019, attached herein as **Appendix "H"**.
43. The Receiver requests that the Court approve its interim accounts from March 2, 2019 to June 30, 2019 in the amount of \$26,294.63, inclusive of HST of \$3,025.48.
44. The Receiver also requests that the Court approve the interim accounts of its legal counsel for the period from March 1, 2019 to June 30, 2019 in the amount of \$67,101.35, inclusive of HST of \$7,682.82.
45. The Receiver respectfully submits that the Receiver's fees and disbursements, and Dentons' fees and disbursements, are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

SUMMARY AND RECOMMENDATIONS

46. Based on the foregoing, the Receiver respectfully recommends that the Court:
 - (a) approve and authorize the Shalom Settlement Agreement and the Shalom Distribution;
 - (b) approve the Syndicated Mortgage Claims Procedure;
 - (c) approve the Twelfth Report and the activities and conduct of the Receiver outlined herein;
 - (d) approve the fees and disbursements of the Receiver and Dentons, as set out in this Twelfth Report, and authorize the Receiver to pay all approved and unpaid fees and disbursements; and
 - (e) approve the Receiver's Interim R&D.

All of which is respectfully submitted this 8th day of July, 2019.

**BDO CANADA LIMITED, in its capacity as the Court
appointed Receiver**

Per:

A handwritten signature in black ink, appearing to read "J. Parisi". The signature is written in a cursive, flowing style.

Name: Josie Parisi, CPA, CA, CBV, CIRP, LIT
Title: Senior Vice President

TAB A

Schedule 'A'

IN THE MATTER OF THE RECEIVERSHIP OF
TERRASAN 327 ROYAL YORK RD. LIMITED

RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
for the period February 24, 2017 to June 27, 2019

RECEIPTS:	
Sale of land	30,044,444.00
Cash in Bank	\$ 1,381,910.45
Interest earned	315,844.41
HST Refunds	293,487.43
Insurance refund	23,993.28
Interest income	1,717.26
Miscellaneous Refunds - Utility refund	210.55
Total Receipts	<u>\$ 32,061,607.38</u>
DISBURSEMENTS:	
Payment to secured creditor - Centurion	12,692,899.41
Payment to Secured Creditor - Diversified	4,182,232.33
Return of deposit to condo purchasers	3,609,957.00
Legal fees	986,940.65
Receiver's Fees	672,223.23
Operating Expense	267,846.00
HST on Legal Fees	128,121.83
HST on Receiver's Fees	87,389.01
Outside Consulting	69,644.08
Insurance	59,930.20
Municipal Taxes	56,955.28
HST Paid on Disbursements	53,528.75
Repairs and Maintenance	42,923.63
Property Management Fee	42,736.72
Utilities	18,468.59
Advertising	9,059.60
Occupancy Permit	6,399.36
Miscellaneous Disbursements	5,409.57
Occupancy Rent (Site Trailer)	5,055.00
Telephone	2,876.83
Postage	553.93
Travel	504.50
Freight	290.00
Storage	285.00
Redirection of Mail	274.35
Bank Charges	254.00
Filing Fee	70.00
Total Disbursements	<u>\$ 23,002,828.85</u>
RECEIPTS OVER DISBURSEMENTS	<u>\$ 9,058,778.53</u>

TAB B

SETTLEMENT OF LIEN CLAIM

BETWEEN:

BDO CANADA LIMITED, solely in its capacity as receiver and manager
of Terrasan 327 Royal York Rd. Limited and not in its personal capacity

- and -

SHALOM ELECTRIC INC.

WHEREAS:

- A. On February 24, 2017, pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), BDO Canada Limited was appointed as receiver and manager (the "**Receiver**"), without security, of all of the assets, undertakings and properties of Terrasan 327 Royal York Rd. Limited ("**Terrasan**") 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. C.43, as amended (the "**Receivership Proceedings**");
- B. On April 3, 2017, the Court granted a sale process order which, among other things, approved a marketing and sale process in respect of the property municipally known as 327 Royal York Rd., Toronto, Ontario (the "**Property**");
- C. On August 25, 2017, the Court granted an approval and vesting order which, among other things, approved the asset purchase agreement dated July 28, 2017, between the Receiver and 2402871 Ontario Inc., as amended (the "**Purchase Agreement**"), and the sale of the Property;
- D. The sale transaction closed pursuant to the terms of the Purchase Agreement on September 15, 2017, and the Receiver was paid net sale proceeds in the amount of \$30,044,444 (the "**Sale Proceeds**");
- E. Registered on title to the Property were four (4) mortgages securing debt obligations owing by Terrasan as follows (in order of priority): (i) *Centurion Mortgage Capital Corporation* (paid by distribution order dated October 10, 2017, in the amount of \$12,692,899.41), (ii) *The Guarantee Company of North America* (paid by distribution order dated August 29, 2018, final payment in the amount of \$294,720.37), (iii) *Diversified Capital Ltd.* (paid by distribution order dated July 6, 2018, in the amount of \$3,404,228.47), and (iv) *Olympia Trust Company / Fletcher / Community Trust Company* (in the amount of \$11,160,862.42 as of April 10, 2018, plus accruing interest and fees) (collectively, the "**Mortgagees**");
- F. The Receiver obtained an opinion from its legal counsel, Dentons Canada LLP, confirming that all of the Mortgagees' loan and security documentation, subject to the customary assumptions and qualifications, constitute legal, valid and binding security interests in favour of Mortgagees that are properly registered on title to the Property;
- G. Shalom Electric Inc. ("**Shalom**") filed a lien against the Property on April 20, 2017 in the amount of \$73,198.12, a copy of which lien claim is attached as **Schedule "A"** herein (the "**Shalom Lien Claim**");
- H. A dispute has arisen with the Receiver regarding the validity and priority of the Shalom Lien Claim (the "**Lien Claim Dispute**"); and

- I. The Receiver and Shalom have resolved to settle the Lien Claim Dispute, on the terms set out herein;

NOW THEREFORE in consideration of the mutual covenants contained herein including, without limitation, the agreement by the Receiver to the payment of the amount of \$5,143.12 (inclusive of HST) to Shalom from the Sale Proceeds (the "**Payment**"), on the terms and conditions set out herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 **SETTLEMENT**

- 1.1 The Receiver and Shalom hereby agree as follows:

- (a) the Receiver hereby agrees to the Payment to Shalom in respect of the limited lien priority of Shalom over the Mortgagees relating to the deficiency in the holdback required to be held by Terrasan, upon the granting of the Approval Order (as defined herein); and
- (b) to provide the release pursuant to Article 2 hereof.

ARTICLE 2 **RELEASE**

- 2.1 Subject to Article 3, by virtue of the execution and delivery of this Settlement Agreement and the delivery of the Payment by the Receiver to Shalom, Shalom hereby releases any and all claims, whether known or unknown, which it may have ever had, may have, or at any time hereafter can, shall or may have or advanced in respect of the Shalom Lien Claim, and any other claims that may be asserted by Shalom in priority to the Mortgagees.

ARTICLE 3 **COURT APPROVAL**

- 3.1 The effectiveness of this Settlement Agreement remains subject to obtaining a Court Order in the Receivership Proceedings: (i) approving the settlement of the Shalom Lien Claim, on the terms set forth in this Settlement Agreement, (ii) authorizing and directing the parties to the Settlement Agreement to take all steps necessary to give effect to the terms of this Settlement Agreement, and (iii) authorizing and directing the Receiver to make the Payment to Shalom (the "**Approval Order**").

ARTICLE 4 **GENERAL**

- 4.1 The recitals to this Settlement Agreement form part of this Settlement Agreement.
- 4.2 All monetary amounts referred to in this Settlement Agreement shall be in CAD currency.
- 4.3 This Settlement Agreement shall be governed by and construed in accordance with the laws of Ontario.
- 4.4 Any amendment to this Settlement Agreement shall be made in writing and shall be duly executed by all parties.

- 3 -

- 4.5 The parties hereby covenant and agree to do such further and other things that any party may reasonably request to give full or better effect to the provisions of this Settlement Agreement.
- 4.6 Shalom hereby and irrevocably directs that the Payment shall be paid to "Bernie Romano Professional Corporation, in trust" and for doing so, this Settlement Agreement shall be the Receiver's authority.
- 4.7 This Settlement Agreement may be executed in counterparts and delivered via facsimile or email (pdf), and all counterparts, when taken together, shall constitute one Settlement Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents effective April 24, 2019.

SHALOM ELECTRIC INC.

BDO CANADA LIMITED, solely in its capacity as
Court appointed receiver and manager of Terrasan
327 Royal York Rd. Limited and not in its personal
capacity

Per: *Herbert J*
 Name: **HERBERT JEROME**

Per: *Josie Parks*
 Name: **JOSIE PARKS**

SCHEDULE "A"
Shalom Lien Claim

Schedule 'A'

LRO # 80 Construction Lien

Received as AT4541935 on 2017 04 20 at 16:12

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

yyyy mm dd Page 1 of 1

Properties

PIN 07617 - 0889 LT

Description LOTS 159, 160 & 161 PLAN 164 EXCEPT PART LOTS 160 & 161 PLAN 164, PART 2 66R28185; ETOBICOKE; TOGETHER WITH AN EASEMENT OVER PART LOTS 160 & 161 PLAN 164, PART 2 66R28185 AS IN AT4215400; SUBJECT TO AN EASEMENT IN GROSS AS IN AT4284438; SUBJECT TO AN EASEMENT IN GROSS AS IN AT4274323; CITY OF TORONTO

Address TORONTO

Consideration

Consideration \$ 73,198.12

Claimant(s)

Name SHALOM ELECTRIC INC.

Address for Service 1220 Ellesmere East
Unit #7
Toronto, Ontario
M1P 2X5

I, Jerome Hubert, have the authority to bind the corporation.

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

Statements

Name and Address of Owner TERRASAN 327 ROYAL YORK RD. LIMITED 93 Skyway Avenue, Unit 210, Etobicoke, ON, M9W 6N8
Name and address of person to whom lien claimant supplied services or materials SHALOM ELECTRIC INC. 1220 Ellesmere East, Unit 7, Toronto, On, M1P 2X5 Time within which services or materials were supplied from 2016/08/01 to 2017/03/22 Short description of services or materials that have been supplied Supply of electrical materials and services Contract price or subcontract price 2,711,744.00 (Inclusive of HST) Amount claimed as owing in respect of services or materials that have been supplied \$73,198.12 (Inclusive of HST)

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Bernard Sai Romano 22 Goodmark Place, Suite 11 acting for Signed 2017 04 20
Toronto Applicant(s)
M9W 6R2

Tel 416-213-1225

Fax 416-213-1251

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

Submitted By

BERNIE ROMANO PROFESSIONAL CORPORATION

22 Goodmark Place, Suite 11
Toronto
M9W 6R2

2017 04 20

Tel 416-213-1225

Fax 416-213-1251

Fees/Taxes/Payment

Statutory Registration Fee \$63.35

Total Paid \$63.35

TAB C

SCHEDULE "A"
Land Titles Instrument AT4464383

Properties

PIN 07617 - 0889 LT
Description LOTS 159, 160 & 161 PLAN 164 EXCEPT PART LOTS 160 & 161 PLAN 164, PART 2 66R28185; ETOBICOKE; TOGETHER WITH AN EASEMENT OVER PART LOTS 160 & 160 PLAN 164, PART 2 66R28185 AS IN AT4215400; SUBJECT TO AN EASEMENT IN GROSS AS IN AT4264438; SUBJECT TO AN EASEMENT IN GROSS AS IN AT4274323; CITY OF TORONTO
Address 327 ROYAL YORK ROAD
 ETOBICOKE

Source Instruments

Registration No.	Date	Type of Instrument
AT3539503	2014 03 17	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name FLETCHER, JOHN PAUL
Address for Service 3355 Elsa Storry Ave., R.R.#1
 Locust Hill, Ontario
 LOH 1J0

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

Transferee(s)**Capacity****Share**

Name FLETCHER, JOHN PAUL
Address for Service 3355 Elsa Storry Ave., R.R.#1
 Locust Hill, Ontario
 LOH 1J0

Statements

The chargee transfers the selected charge for \$400,000.00.

The chargee transfers 2.6666% from Gerardo Cervo & Joanna Imeneo to Abul Ahmed under J. Paul Fletcher of the selected charge.

Schedule: See Schedules

This document relates to registration no.(s)AT3539503.

Signed By

John Paul Fletcher	3355 Elsa Storry Ave., RR#1 Locust Hill LOH 1J0	acting for Transferor(s)	Signed	2017 01 19
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Tel 289-222-1962

Fax 905-239-6204

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

John Paul Fletcher	3355 Elsa Storry Ave., RR#1 Locust Hill LOH 1J0	acting for Transferee(s)	Signed	2017 01 19
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Tel 289-222-1962

Fax 905-239-6204

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

Submitted By

J. PAUL FLETCHER LLB, BARRISTER SOLICITOR NOTARY	3355 Elsa Storry Ave., RR#1 Locust Hill LOH 1J0			2017 01 19
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Tel 289-222-1962

Fax 905-239-6204

Fees/Taxes/Payment	
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Statutory Registration Fee	\$63.35
Total Paid	\$63.35

SCHEDULE OF CHARGE

WHEREAS:

1. a) The chargees hereby acknowledge that Olympia Trust Company holds this mortgage in trust for:

Registered Funds

Name:	Plan No.:	Amount:	Percentage:
Gleb Lisikh	121803	\$100,000.00	0.66667%
Balbir Bahadursingh	114620	\$30,000.00	0.20000%
Dipnarine Dookie	121458	\$49,700.00	0.33133%
Zoilenys Lopez	122075	\$25,000.00	0.16667%
Bhumeshwarie Carmichael	121095	\$59,700.00	0.39800%
Julian Carmichael	121094	\$45,200.00	0.30133%
Parminder Notay	122584	\$31,000.00	0.20667%
Godofredo Carelo	105068	\$12,750.00	0.08500%
Roger Avila Ricardo	122128	\$100,000.00	0.66667%
Roger Avila Ricardo	122129	\$30,500.00	0.20333%
Godofredo Carelo	121408	\$19,600.00	0.13067%
Irma Samuel	120618	\$35,000.00	0.23333%
Corazon Castillo	121092	\$17,450.00	0.11633%
Sukhdev Lotey	122426	\$50,000.00	0.33333%
Mahinder Lotey	122600	\$50,000.00	0.33333%
Ursula Dixon	122603	\$42,250.00	0.28167%
Brian Klein	115337	\$50,000.00	0.33333%
Maria Kajko	122585	\$43,100.00	0.28733%
Gillian Anderson	122669	\$30,260.00	0.20173%
David & Gabriella Cabral	122914	\$36,000.00	0.24000%
Pritpal Singh Lotey	122905	\$31,250.00	0.20833%
Misagh Mavaddat	123238	\$73,000.00	0.48667%
Leszek Stankiewicz	122991	\$30,900	0.20600%
Gurminder Singh Bassi	123532	\$30,000.00	0.20000%
Andrew R. Beal	123159	\$25,000	0.16667%
Eliza Martina Pasion	123187	\$25,200.00	0.16800%
Randy Barton	109552	\$21,200.00	0.14133%
Aleksander Kosalka	123554	\$39,500.00	0.26333%
Abdul Sultan Manji	123287	\$25,000.00	0.16667%
Andrew Krechkovsky	123669	\$27,400.00	0.18267%
Anna Sitarz	123979	\$30,700.00	0.20467%
Robin Ramesra	123524	\$25,000.00	0.16667%
Douglas Gray	89604	\$25,000.00	0.16667%
Douglas Kelly	117420	\$75,000.00	0.50000%
Ewa Miczynska	123955	\$50,000.00	0.33333%
Ralph S. Mohammed	123269	\$30,000.00	0.20000%
George Yee	124157	\$50,000.00	0.33333%
Dennis Gingell	121916	\$26,000.00	0.17333%
Doris Gingell	121911	\$29,000.00	0.19333%
Leithland L. Lyon	123856	\$54,600.00	0.36400%
Hulan Pierre	105105	\$79,500.00	0.53000%
Arnold Bondoc	123855	\$12,290.00	0.08193%
Barbara Walfisz	123984	\$49,875.00	0.33250%
Donna Kathryn Corrigan	124283	\$25,000.00	0.16667%
Janet Campbell	124850	\$25,000.00	0.16667%
Rod Dasilva	124635	\$31,000.00	0.20667%
Farhana H Haji	124826	\$25,000.00	0.16667%
Rosemary Emenim	123980	\$9,700.00	0.06467%
Zygmunt Kulina	120714	\$120,000.00	0.80000%

Damiana Padilla	124280	\$59,185.00	0.39457%
Amarnath Binda	124359	\$149,500.00	0.99667%
John Caporuscio	123744	\$11,300.00	0.07533%
Penny Corriveau	123601	\$20,500.00	0.13667%
Marilyn Magat	123156	\$26,000.00	0.17333%
Giuseppe Desario	124786	\$50,150.00	0.33433%
Stephen Riley	124689	\$70,000.00	0.46667%
Sabina Taylor	116655	\$25,000.00	0.16667%
Vito Landolfi	123531	\$19,475.00	0.12983%
Arnold Bondoc	124931	\$24,850.00	0.16567%
Zman Istephan	123768	\$23,700.00	0.15800%
Damiani Padilla	124691	\$39,700.00	0.26467%
Salim Amiri	113123	\$25,000.00	0.16667%
Gabriele Faraone	124525	\$24,949.00	0.16633%
Charanjit Singh	125157	\$23,175.00	0.15450%
Bozena Miechowicz	125238	\$31,000.00	0.20667%
Suzy De Aguilar	125070	\$24,150.00	0.16100%
Vincenzo Landolfi	125090	\$46,970.00	0.31313%
Randall Kerman	125161	\$221,900.00	1.47933%
Amarnath Binda	124358	\$96,200.00	0.64133%
Dave Martino	103876	\$13,000.00	0.08667%
Rudi Lotze	125385	\$121,900.00	0.81267%
Teresa Lotze	125388	\$24,680.00	0.16453%
Ardythe Bond	125030	\$42,200.00	0.28133%
John Caporuscio	109554	\$19,400.00	0.12933%
Susan Carre	124993	\$18,100.00	0.12067%
Genalyn Galang	124416	\$27,650.00	0.18433%
Glen Hawkins	124927	\$24,850.00	0.16567%
Richard Karl Maas	123529	\$25,680.00	0.17120%
Carolyn Joanne Nixon	123234	\$25,000.00	0.16667%
Catherine Zalot	104578	\$15,370.00	0.10247%
Catherine Zalot	126637	\$11,030.00	0.07353%
Brenda Elligson	125677	\$124,600.00	0.83067%
Adelaide Cabral	121366	\$40,800.00	0.27200%
Hulan Pierre	124523	\$54,032.14	0.36021%
Colleen Reesor	105527	\$20,000.00	0.13333%
Elzbieta Usnarska	127382	\$31,000.00	0.20667%
Krystyna Mlodzianowska	127380	\$25,000.00	0.16667%
Piotr Cien	127383	\$31,000.00	0.20667%
Rebecca Walters	113146	\$28,000.00	0.18667%
Ewa Korus	127641	\$31,000.00	0.20667%
Roman Korus	127640	\$31,000.00	0.20667%
Gwen McCallum	127937	\$221,500.00	1.47667%
Rita Caporuscio	114106	\$29,000.00	0.19333%
John Caporuscio	127810	\$31,000.00	0.20667%
Harry Thompson	127420	\$27,000.00	0.18000%
Jennifer Ricci	128055	\$30,000.00	0.20000%
Handell Buchanan	128542	\$30,000.00	0.20000%
Dennis Gingell	128610	\$25,000.00	0.16667%
Robert Shepherd	130056	\$52,300.00	0.34867%
Doris Gingell	129754	\$24,700.00	0.16467%
Anthony Gabriel Lados	131346	\$74,802.25	0.49868%
Angela Margaret Lados	131347	\$74,802.25	0.49868%
Miriam Karbin-Katan	132330	\$25,000.00	0.16667%
Total:		\$4,401,725.64	29.3449%

- b) The chargees hereby acknowledge that J. Paul Fletcher holds this mortgage in trust for:

Non-Registered Funds

Name:	Amount:	Percentage:
Gerardo Martino	\$200,000.00	1.33333%
Tara Taylor	\$50,000.00	0.33333%
Margaret Dolan	\$25,000.00	0.16667%
Annapurna Sahi	\$30,000.00	0.20000%
Murray & Louise Nicholson	\$25,000.00	0.16667%
Luis Manuel Oliveira Freire & Maria de Fatima Freire	\$60,000.00	0.40000%
Joao Luis Raposo & Maria Filomena Raposo	\$50,000.00	0.33333%
Steve Samuel	\$20,000.00	0.13333%
Kelly Nezezon	\$100,000.00	0.66667%
Paul & Celeste Demelo	\$100,000.00	0.66667%
Dwayne Sadler	\$100,000.00	0.66667%
Alison Goncalves	\$30,790.00	0.20527%
2042825 Ontario Inc.	\$75,000.00	0.50000%
John Landolfi	\$50,000.00	0.33333%
Francesco Dicecca	\$50,000.00	0.33333%
Ikdeep Singh	\$50,000.00	0.33333%
PCGC Development Inc.	\$80,000.00	0.53333%
Xiaohong Yuan	\$25,000.00	0.16667%
Michael Manzo	\$25,000.00	0.16667%
Ryszard Moskalewicz	\$300,000.00	2.00000%
David R. Edwards	\$25,000.00	0.16667%
Vito Ierullo	\$50,000.00	0.33333%
Hui Li	\$25,000.00	0.16667%
Beverly Gust	\$44,000.00	0.29333%
2421358 Ontario Inc	\$569,000.00	3.79333%
Andrea Chetram	\$100,000.00	0.66667%
2083317 Ontario Ltd.	\$70,000.00	0.46667%
Stephen Riley	\$30,000.00	0.20000%
2370860 Ontario Inc.	\$300,000.00	2.00000%
Chiu-Ping Chang	\$50,000.00	0.33333%
Farhana H Haji	\$10,000.00	0.06667%
Glen Hawkins	\$25,000.00	0.16667%
Margaret Dolan	\$30,000.00	0.20000%
Francisco De Aguiar Reis & Maria Teresa Reis	\$50,000.00	0.33333%
Bogdan Sencio & Katarzyna Sencio.	\$100,000.00	0.66667%
Laurel Dalessandro	\$25,000.00	0.16667%
Mu Xu	\$100,000.00	0.66667%
Karim Tejani	\$25,000.00	0.16667%
Stanley Nieradka	\$65,000.00	0.43333%
Paul Maxwell & Jennifer Gallea	\$325,000.00	2.16667%
Ron Weick	\$25,000.00	0.16667%
Sheetal & Nilesh Shah	\$25,000.00	0.16667%
Gianna Quattrociocci	\$25,000.00	0.16667%
Nicolas Tsakonakos	\$150,000.00	1.00000%
Bozena Miechowicz	\$9,000.00	0.06000%
Diana Courtney	\$100,000.00	0.66667%
Dean Taseen	\$200,000.00	1.33333%
David Smith	\$32,000.00	0.21333%

Cheryl Brown		\$55,000.00	0.36667%
Wielogorski Jacek		\$25,000.00	0.16667%
Ashley M. Mascarenhas		\$25,000.00	0.16667%
Annunziata Ginocchi		\$30,000.00	0.20000%
Joao De Almeida		\$40,000.00	0.26667%
Hanif Hassanali Haji		\$25,000.00	0.16667%
Rudutch Farms Ltd.		\$25,000.00	0.16667%
Osmond Veterinary Professional Corporation		\$50,000.00	0.33333%
GAA Enterprises		\$95,000.00	0.63333%
Rita Caporuscio		\$190,000.00	1.26667%
FVM Holdings Inc.		\$100,000.00	0.66667%
Laurie Broostad		\$25,000.00	0.16667%
Wilf Rice		\$25,000.00	0.16667%
Alona Amurao		\$40,000.00	0.26667%
Manuel Mendes		\$50,000.00	0.33333%
Colin Sye		\$25,000.00	0.16667%
Pishoy Awadalla		\$25,000.00	0.16667%
Marina Awadalla		\$25,000.00	0.16667%
Betty Matheson		\$40,000.00	0.26667%
Bill Dolan		\$5,000.00	0.03333%
Mary Gomez		\$5,000.00	0.03333%
Abul Ahmed		\$400,000.00	2.66667%
J. Paul Fletcher		\$5,212,484.36	34.7499%
Total:		\$10,567,274.36	70.4486%

c) The chargees hereby acknowledge that Community Trust Company holds this mortgage in trust for:

Registered Funds

Name:	Plan No.:	Amount:	Percentage:
Krystyna Witalis	8200026	\$31,000.00	0.20667%
Total:		\$31,000.00	0.2067%

J. Paul Fletcher Sub-Total:	\$10,567,274.36	70.4486%
Olympia Trust Company Sub-Total:	\$4,401,725.64	29.3449%
Community Trust Company Sub-Total:	\$31,000.00	0.2067%
TOTAL:	\$15,000,000.00	100.00%

2. In construing this document, the words "Chargor" and "Chargee" and all personal pronouns shall be read as the number and gender of the party or parties referred to herein required and all necessary grammatical changes, as the context requires, shall be deemed to be made.

ADDITIONAL PROVISIONS

1. Default

In addition to any other Default Clauses set out in this Charge, or in the Standard Charge Terms referred to herein, the monies hereby secured, together with interest thereon as aforesaid, shall become payable and the security hereby constituted shall become enforceable immediately upon demand by the Chargee on the occurrence or happening or any of the following events (Event(s) or Default"):

- (a) the Chargor makes default in the payment of the principal, interest or other monies hereby secured on any principal or interest payment and other monies owed by it to the Chargee whether secured by this Charge or not;
- (b) the Chargor makes material default in the observance or performance of any written covenant or undertaking heretofore or hereafter given by it to the Chargee and such default has not been cured within fifteen (15) days of written notice thereof being delivered to the Chargor;
- (c) if any statement, information (oral or written) or representation; heretofore or hereafter made or given by or on behalf of the Chargor to the Chargee and pertaining to the assets or the financial condition of the Chargor, and whether contained herein or not is false, inaccurate and/or misleading in any material respect;
- (d) an order is made or an effective resolution passed for the winding-up, liquidation, amalgamation or reorganization of the Chargor, or a petition is filed for the winding up of the Chargor;
- (e) the Chargor becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or the Chargor makes a bulk sale of its assets; or a bankruptcy petition or receiving order is filed for the winding up of the Chargor;
- (f) any proceedings with respect the Chargor are commenced under the Companies' Creditors Arrangement Act;
- (g) the Chargor ceases or threatens to cease to carry on its business or the Chargor commits or threatens to commit any act of bankruptcy or insolvency;
- (h) the property hereby mortgaged and charged or any part thereof, other than sales of lots containing fully completed single family dwellings to bona fide purchasers for value, prior approved in writing by the Chargee, are sold b the Chargor or if there is a change in the present effective voting control of the Chargor or a change in the beneficial ownership of the Chargor or the assets or any one of them;
- (i) the monies secured hereby, together with interest thereon shall not be repaid to the Chargee on maturity;

2. Chargee May Remedy Default

If the Chargor should fail to perform and covenant or agreement of the Chargor hereunder, the Chargee may itself perform or cause to be performed such covenant or agreement and all expenses incurred or payments made by the Chargee in so doing, together with interest thereon at the rate set forth herein, shall be added to the indebtedness accrued herein and shall be paid by the Chargor and be secured by this Charge together with all other indebtedness secured thereby, provided however that the foregoing shall not in any way be interpreted as an obligation of the Chargee.

3. Construction Liens

Provided also that upon the registration of any construction lien against tile to the charged property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the Construction Lien Act, 1990, so as to secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be considered to make the Chargee an "owner" or "payer" as defined under the Construction Lien Act, 1990, nor shall there be, or be deemed to be, any obligation by the Chargee to obtain any holdback, which may be required by the said legislation. Any holdback, which may be required to be made by the owner or payer, shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Lien Act, 1990.

4. Environmental

(a) The following terms have the following meanings in this Section:

- (i) "Applicable Environmental Laws" means all federal, provincial, municipal and other laws, statutes, regulations, by-laws and codes and all international treaties and agreements, now or hereafter in existence, intended to protect the environment or relating to Hazardous Material (as hereinafter defined), including without limitations the *Environmental Act (Ontario)*, as amended from time to time (the "EPA"), and the *Canadian Environmental Protection Act*, as amended from time to time (the "CEPA"); and
- (ii) "Hazardous Material" means, collectively, any contaminants (as defined in the EPA), toxic substance (as defined in the CEPA), dangerous goods (as defined in the *Transportation of Dangerous Goods Act (Canada)*, as amended from time to time) or pollutants or any other substance which when released to the natural environment is likely to cause, at some immediate or future time, material harm to the natural environment or material risk to human health.

(b) The Chargor hereby represents and warrants that:

- (i) neither the Chargor nor, to its knowledge, after due enquiry, any other person, firm or corporation (including without limitation any tenant or previous tenant or occupant of the Lands or any part thereof) has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the lands;
- (ii) the business and assets of the Chargor are in compliance with all Applicable Environmental Laws;
- (iii) no control order, stop order, minister's order, preventative order or other enforcement action has been threatened or issued or is pending by any governmental agency in respect of the Lands and Applicable Environmental Laws; and
- (iv) the Chargor has not received notice nor has any knowledge of any action or proceeding, threatened or pending, relating to the existence in, or under the Lands or on the property adjoining the Lands of, or the spilling, discharge or emission on

or from the Lands or any such adjoining property of, any Hazardous Material.

(c) The Chargor covenants that:

- (i) the Chargor will not cause or knowingly permit to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of any Hazardous Material at, upon, under, into or within the Lands or any contiguous real estate or any body or water on or flowing through or contiguous to the Lands;
- (ii) the Chargor shall, and shall cause any person permitted by the Chargor to use or occupy the Lands or any part thereof, to continue to operate its business and assets located on the Lands in compliance with the Applicable Environmental Laws and shall permit the Chargee to review and copy any records of the Chargor insofar as they relate to the Lands at any time and from time to time to ensure such compliance;
- (iii) the Chargor will not be involved in operation at or in the Lands which could lead to the imposition on the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable environmental Laws to stop discharging, shut down, clean up or decommission or the creation of a lien on the Lands under any of the Applicable Environmental Laws;
- (iv) the Chargor will not knowingly permit any tenant or occupant of the Lands to engage in any activity that could lead to the imposition of liability on such tenant or occupant or the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean up on decommission or the creation of a lien on the Lands under any Applicable Environmental Laws;
- (v) the Chargor shall strictly comply with the requirements of the Applicable Environmental Laws (including, but not limited to obtaining any permits, licenses or similar authorizations to construct, occupy, operate or use the Lands or any fixtures or equipment located thereon by reason of the Applicable Environmental Laws) and shall notify the Chargee promptly in the event of any spill or location of Hazardous Material upon the Lands, and shall promptly forward to the Chargee copies of all notices, permits, applications or other communications and reports in connection with any spill or other matters relating to the Applicable Environmental Laws, as they may affect the Lands;
- (vi) the Chargor shall remove any Hazardous material (or if removal is prohibited by law, to take whichever action is required by law) promptly upon discovery as its sole expense;
- (vii) the Chargor will not install on the Lands, nor knowingly permit to be installed on the Lands, asbestos or any substance containing asbestos deemed hazardous by any Applicable Environment Law; and
- (viii) the Chargor will at its own expense carry out such investigations and tests as the Chargee may reasonably require from time to time in connection with environmental matters.

- (d) The Chargor hereby indemnifies and holds harmless the Chargee, its officers, directors, employees, agents, shareholders and any receiver or receiver and manager appointed by or on the application of the Chargee (the "Indemnified Persons") from and against and shall reimburse the Chargee for any and all losses, liabilities, claims, damages, costs and expenses, including legal fees and disbursements, suffered, incurred by or assessed against any of the Indemnified Persons whether as holder of the within Charge, as mortgagee in possession, a successor in interest to the Chargor as owner of the Lands by virtue of foreclosure or acceptance of a deed in lieu of foreclosure or otherwise:
- (i) under or an account of the Applicable Environmental Laws, including the assertion or any lien thereunder;
 - (ii) for, with respect to, or as a result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into or upon and land, the atmosphere, or any watercourse, body or water of wetland, or any Hazardous Material where a source of the Hazardous Material is the Lands including, without limitation:
 - a. the costs of defending and/or counterclaiming or claiming over against third parties in respect or any action or matter; and
 - b. any costs, liability or damage arising out of a settlement of any action entered into by the Chargee;
 - (iii) in complying with or otherwise in connection with any order, consent, decree, settlement, judgement or verdict arising from the deposit, storage, disposal, burial, dumping, injection, spilling, leaking or other placement or release in on or from the Lands of any Hazardous Material (including without limitation any order under the Applicable Environmental Laws to clean up, decommission or pay for any clean up or decommissioning), whether or not such deposit, storage, disposal, burial, dumping, injection, spilling, leaking or other placement or release in, on or from the Lands or any Hazardous Material:
 - a. resulted by, through or under the Chargor; or
 - b. occurred with the Chargor's knowledge and consent, or
 - c. occurred before or after the date of this Charge, whether with or without the Chargor's knowledge.

The provisions of this paragraph shall survive foreclosure of this Charge and satisfaction and release of this Charge and satisfaction and repayment of the amount secured hereunder. Any accounts for which the Chargor shall become liable to the Chargee under this paragraph shall, if paid by the Indemnified Person, bear interest from the date of payment at the interest rate stipulated herein and together with such interest shall be secured hereunder.

- (e) In the event of any spill of Hazardous Material affecting the Lands, whether or not the same originated from the Lands, or if the Chargor fails to comply with any of the requirements of the Applicable Environmental Laws, the Chargee may at its election, but without the obligation so to do, give such and cause such work to be performed at

the Lands and take any and all other actions as the Chargee shall deem necessary or advisable in order to remedy said spill or Hazardous Material or cure said failure of compliance and say amounts paid as a result thereof, together with interest therein at the interest rate stipulated herein from the date of payment by the Chargee shall be immediately due and payable by the Chargor and until paid shall be added to and become a part of the amount secured hereunder.

5. Letters of Credit

The parties hereto acknowledge and agree that this Charge shall also secure payment by the Chargor to the Chargee of all amounts advanced by the Chargee pursuant to or by way of issuance or any letters of credit, renewals thereof, substitutions therefore and accretions thereto or pursuant to similar instruments issued at the Chargor's request or on its behalf and issued by the Chargee or on behalf of or at the request of or upon the credit of the Chargee and the total amount of such letters of credit shall be decreed to have been advanced and fully secured by this Charge from the date of the issuance of such letters of credit, regardless of when or whether such letters of credit are called upon by the holder(s) thereof. IN the even of the enforcement or exercise by the Chargee or any of the remedies or rights provided for in this Charge, the Chargee shall be entitled to retain and shall not be liable to pay or account to the Chargor or any other party in respect of the full amount of any outstanding letters of credit from the proceeds of such enforcement or exercise until such time as the letters of credit have expired, have been cancelled and have been amended to the Lender or the issuer(s) thereof.

6. Appointment of a Receiver

NOTWITHSTANDING anything herein contained, it is declared and agreed that at any time, and from time to time, when there shall be default under the provisions of these presents, the Chargee may at such time, and from time to time, and with or without entering into possession of the Charged Property appoint in writing a receiver (the "Receiver" which term shall include a receiver/manager) of the Charged Property, or any part thereof, and of the rents and profits thereof and with or without security and may from time to time by similar writing remove any such Receiver and appoint another in its place and stead, and in the making of any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. The Chargor hereby agrees and consents to the appointment of the Receiver of the Chargee's choice and without limitation, whether pursuant to this Charge, the Mortgages Act, the Construction Lien Act or pursuant to the Courts of Justice Act (as the Chargee may at its sole option require). Without limitation, the purpose of such appointment shall be the orderly management, administration and/or sale of the Charged Property and every part thereof.

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

- (i) a statutory declaration of an officer of the Chargee as to default under the provisions of these presents shall be conclusive evidence thereof;
- (ii) every such Receiver shall be the irrevocable agent or attorney of the Chargor for the collection of all rents falling due with respect to the Charged Property, and every part thereof, whether in respect of any tenancies created in priority to these presents or subsequent thereto;

- (iii) the Chargee may from time to time fix the remuneration of every such Receiver who shall be entitled to deduct same out of the Charged Property or the proceeds thereof;
- (iv) each such Receiver shall, so far as concerns responsibility and liability for its acts or omissions, be deemed to be the agent or attorney of the Chargor and in no event the agent of the Chargee;
- (v) the appointment of every such Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver in any respect and such appointment or anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such Receivership shall not have the affect of constituting the Chargee a charge in possession with respect to the Charged Property or any part thereof;
- (vi) the Receiver shall have the power to rent any portion of the Charged Property for such terms and subject to such provisions as it may deem advisable or expedient and in so doing such Receiver shall be acting as the attorney or agent of the Chargor and shall have the authority to execute any lease of any such premises in the name and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever acts such Receiver may do in the Charged Property;
- (vii) every such Receiver shall have full power to complete any unfinished construction upon the Charged Property;
- (viii) any such Receiver shall have full power to carry on or concur in the carrying on of the business of the Chargor, and to employ and discharge such agents, workmen, accountant and other individuals or companies as are required to carry on the said business, upon such terms and with such salaries, wages or remuneration as it shall think proper, and to repair and keep in repair the Charged Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the Charged Property.
- (ix) Any such Receiver shall have the power to sell or lease or concur in selling or leasing the Charged Property, or any part thereof, any to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise, and any such sale may be made either a public auction or private sale as to the Receiver may seem best and any such sale may be made from time to time as to the whole or any part of the Charged Property; and the Receiver may make any stipulations as to title or conveyance or commencement of title or otherwise as it shall deem proper;
- (x) Any such Receiver shall have the power to borrow money to carry on the business of the Chargor or to maintain the whole or any part of the Charged Property, in such amounts as the Receiver may from time to time deem necessary as in so doing, the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Charged Property in priority to his Charge;

- (xi) Any such Receiver shall have the power to execute and prosecute all suits, proceedings and actions which the Receiver in its opinion considers necessary for the proper protection of this Charged Property, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (xii) Any such Receiver shall not be liable to the Chargor to account for moneys or damages other than cash received by it with respect to the Charged Property or any part thereof and out of such cash so received every such Receiver shall pay in the following order:
 - (a) its remuneration;
 - (b) all payments made or incurred by the Receiver in connection with the management, operation, amendment, repair, alteration or extension of the Charged Property or any part thereof.
 - (c) In payment of interest, principal and other money which may from time to time be or become a charge upon the Charged Property in priority to moneys owing hereunder and all taxes, insurance premiums and every other proper expenditure made or incurred by it with respect to the Charged Property or any part thereof;
 - (d) In payment of all interest and arrears of interest and any other monies remaining unpaid hereunder;
 - (e) The residue of any money so received by the Receiver shall be applied to the principal sum or any other amounts from time to time owing under this Charge;
 - (f) Subject to subparagraph (e) above, in the discretion of the Receiver, interest, principal and other monies which may from time to time constitute a charge or encumbrance on the Charged Property subsequent in priority or subordinate to the interest of the Chargee under this Charge;

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

PROVIDED that save as to monies payable to the Chargor pursuant to subparagraph (xii) of this Paragraph, this Chargor hereby releases and discharges the Chargee and every such Receiver from every claim of every nature, whether sounding in damages for negligence or trespass or otherwise, which may arise or be caused to the Chargor or any person claiming through or under it by reason or as a result of anything done by the Chargee or any such Receiver under the provisions of this Paragraph, unless such claim be the direct and proximate result of bad faith or gross neglect.

The Chargor hereby irrevocably appoints the Chargee as its attorney to execute such consent or consents and all such documents as may be required

in the sole discretion of the Chargee and/or its solicitor so as to give affect to the foregoing provisions and the signature of such attorney shall be valid and binding on the Chargor and all parties dealing with the Chargor, the Chargee and/or Receiver and/or with respect to the Charged Property in the same manner as if such documentation was duly executed by the Chargor itself.

7. Miscellaneous

The Chargor agrees as follows:

- (a) to maintain the project in good repair and in a state of good operating efficiency;
- (b) to pay taxes, utilities and other operating and maintenance costs and provide evidence thereof to the Chargee;
- (c) to perform all governmental requirements and obligations as required;
- (d) to deliver to the Chargee all reasonable financial information deemed necessary by the Chargee, when requested;
- (e) to provide or comply with such other covenants and terms as the Chargee may reasonably require.

8. Open for Pre-payment

Provided the Chargor is not in default, the Chargor shall have the privilege to prepay the balance outstanding at any time or times without notice or bonus.

9. Postponement Clause

The Chargee(s) hereby agree(s) that their interests shall postpone and stand still to any prior charge(s), to a maximum of \$10,000,000.00.

TAB D

SCHEDULE "B"
Notice to Investors

Notice to Investors

TO: (Insert Investor Contact Information)

RE: Notice to Syndicated Mortgage Investors in the *On The Go Mimico* Condominium Project

On February 24, 2017, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) appointed BDO Canada Limited as receiver and manager (the “**Receiver**”) of all the assets, undertakings and properties of Terrasan 327 Royal York Rd. Limited (“**Terrasan**”), including the lands municipally known as 327 Royal York Road, Toronto, Ontario (the “**Lands**”), whereupon Terrasan was to develop the condominium project known as “*On The Go Mimico*” (the “**Project**”).

On July 15, 2019, the Court granted a further order, prescribing the process by which the identity and status of all claims of investors in a syndicated mortgage held in the names of Olympia Trust Company, John Fletcher and Community Trust Company, and registered against title to the Lands, will be established for the purposes of the receivership proceedings and distributions (the “**Syndicated Mortgage Claims Procedure Order**”). A copy of the Syndicated Mortgage Claims Procedure Order may be accessed online at <http://www.extranets.bdo.ca/terrasan/courtdocs.cfm>.

Capitalized terms not defined herein shall have the meaning given to those terms in the Syndicated Mortgage Claims Procedure Order.

Pursuant to paragraph 6 of the Syndicated Mortgage Claims Procedure Order, the Receiver has identified you, to have a specific claim in the Syndicated Mortgage in the amount of \$ _____, for distribution purposes.

In the event that you agree with the Receiver’s assessment of your claim, you need not take any further action and will receive a distribution in an amount proportional to your claim as assessed by the Receiver. If you wish to dispute the Receiver’s assessment of your claim, you must take the steps outlined below.

The Syndicated Mortgage Claims Process Order provides that if an investor disagrees with the assessment of its claim set out in the Notice to Investors, the investor must complete and return to the Receiver a Proof of Claim advancing a claim in a different amount, supported by appropriate documentation. A blank Proof of Claim form is enclosed. The Receiver must receive the completed Proof of Claim by **August 30, 2019**. If the Receiver does not receive the Proof of Claim by that date, the amount of such investor’s claim will be, subject to further order of the Court, conclusively deemed to be as shown in this Notice to Investors.

Where an investor sends a Proof of Claim to the Receiver, the Receiver will review the Proof of Claim and, as soon as reasonably practicable, provide to the investor a response in writing by registered mail, courier service, facsimile or email as to whether the claim set out in the Proof of Claim is accepted, disputed in whole, or disputed in part. Where the claim is disputed in whole or in part, the Receiver will issue a Notice of Revision or Disallowance indicating the reasons for the dispute.

The Syndicated Mortgage Claims Process Order further provides that where an investor objects to a Notice of Revision or Disallowance, the investor must notify the Receiver of the objection in writing by registered mail, courier service, facsimile or email within fifteen (15) days of receipt of the Notice of Revision or Disallowance. The Receiver's contact information is below:

BDO Canada Limited, Court appointed receiver of Terrasan
20 Wellington Street East, Suite 500, Toronto, Ontario M5E 1C5,
Attention: Tony Montesano
Fax No.: 416-865-0904
Email: onthegomimico@bdo.ca

The investor shall immediately thereafter serve on the Receiver, a Notice of Motion, filed at the Court and made returnable within thirty (30) days after the investor gave its notice of objection, for the determination of the claim in dispute. The Notice of Motion is to be supported by a sworn affidavit setting out the reasons for the dispute.

If you have any questions or concerns, please do not hesitate to contact the Receiver, attention: Tony Montesano at 1-416-775-7821.

TAB E

SCHEDULE "C"
Proof of Claim Against Terrasan 327 Royal York Rd. Limited

PROOF OF CLAIM AGAINST TERRASAN 327 ROYAL YORK RD. LIMITED
(hereinafter referred to as the "Debtor")

Please read the enclosed Notice to Investors carefully prior to completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Syndicated Mortgage Claims Process Order dated July 15, 2019.

A. Particulars of Investor

1. Full Legal Name of Investor: _____ (the "**Investor**") (*Full legal name should be the name of the original Investor, regardless of whether an assignment of a Claim has been made.*)

2. Full Mailing Address of the Investor (*the original Investor, not the Assignee*):

3. Telephone Number: _____
Facsimile Number: _____
Attention (Contact Person): _____

4. Has the Claim been sold, transferred or assigned by the Investor to another party?
Yes:
No:

B. Particulars of Assignee(s) (If any):

1. Full Legal Name of Assignee(s): _____ (*If a portion of the Claim has been assigned, insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information.*)

2. Full Mailing Address of Assignee(s): _____

3. Telephone Number of Assignee(s): _____

4. Facsimile Number of Assignee(s): _____

5. Attention (Contact Person): _____

C. Proof of Claim:

I, _____ (*name of individual Investor or Representative of Corporate Investor*), of _____ (*City, Province or State*) do hereby certify:

(a) that I

[] am the Investor; OR

[] am _____ (*state position or title*) of _____ (*name of Corporate Investor*)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) the Investor asserts its Claim against the Debtor in respect of the Syndicated Mortgage;

(d) The amount of the Investor’s Claim in the Syndicated Mortgage is
\$ _____

D. Particulars of Claim:

Other than as already set out herein, the particulars of the Claim is attached.

(Provide all particulars of the investment and supporting documentation, including the amount of the investment, description of transaction(s) or agreement(s) relating to the investment, copies of investment agreements, account or mortgage statements, cheques, receipts, etc.)

E. Filing of Claims:

The Receiver must receive this Proof of Claim before 5:00 p.m. (Eastern Standard Time) on August 30, 2019 (the “**Claims Bar Date**”).

FAILURE TO FILE YOUR PROOF OF CLAIM ON OR BEFORE THE CLAIMS BAR DATE WILL RESULT IN YOUR CLAIM BEING BARRED AND EXTINGUISHED FOREVER, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST THE DEBTOR IN RESPECT OF THE SYNDICATED MORTGAGE.

This Proof of Claim must be delivered to the Receiver by registered mail, personal delivery, email (in PDF format), courier or facsimile at the following addresses:

The Receiver:

BDO Canada Limited, Court appointed receiver of Terrasan
20 Wellington Street East, Suite 500, Toronto, Ontario M5E 1C5,
Attention: Tony Montesano
Fax No.: 416-865-0904
Email: onthegomimico@bdo.ca

DATE:

NAME OF INVESTOR:

Witness Signature

Per:

Name:

Title:

(Please Print)

TAB F

SCHEDULE "D"
Notice of Revision or Disallowance

Notice of Revision or Disallowance

TO: _____ (the "Investor")

DATE:

PROOF OF CLAIM NO.

IN THE MATTER OF THE RECEIVERSHIP OF TERRASAN 327 ROYAL YORK RD. LIMITED ("TERRASAN")

Take notice that BDO Canada Limited, in its capacity as court-appointed receiver of Terrasan (the "**Receiver**") has reviewed the Proof of Claim in respect of the above-named Investor, and has assessed the Proof of Claim in accordance with the order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued on July 15, 2019 (the "**Syndicated Mortgage Claims Procedure Order**").

All capitalized terms not defined herein have the meaning given to such terms in the Syndicated Mortgage Claims Procedure Order.

The Receiver has reviewed your Proof of Claim in accordance with the Syndicated Claims Procedure Order, and the Receiver has revised or disallowed your Proof of Claim, for the following reason(s):

Subject to further dispute by you in accordance with the Syndicated Mortgage Claims Procedure Order, your Proof of Claim will be allowed as follows:

Name of Investor	Claim Amount per Notice to Investors	Revised Amount
	\$	\$

IF YOU WISH TO DISPUTE THE REVISION OR DISALLOWANCE OF YOUR CLAIM AS SET FORTH HEREIN YOU MUST TAKE THE STEPS OUTLINED BELOW

The Syndicated Mortgage Claims Procedure Order provides that if you disagree with the revision or disallowance of your claim as set forth herein, you must:

1. notify the Receiver of the objection in writing (setting out the grounds for the objection) by registered mail, courier, facsimile or email (in PDF format) within fifteen (15) days of receipt of the Notice of Revision or Disallowance (the “**Objection**”); and
2. file a notice of motion with the Court, with copies to be sent to the Receiver immediately after filing, with such motion to be:
 - i. supported by a sworn affidavit setting out the basis for disputing this Notice of Revision or Disallowance; and
 - ii. made returnable within thirty (30) calendar days of the date on which the Receiver receives your Objection.

If you do not dispute the revision or disallowance of your Proof of Claim in accordance with the above instructions and the Syndicated Mortgage Claims Procedure Order, the amount of your Claim will deemed to be accepted, and the Claim shall be determined to be as set out in this Notice of Revision or Disallowance.

If you have any questions or concerns regarding the above claims procedure, please contact the Receiver directly.

DATED the ____ day of _____, 2019

BDO CANADA LIMITED, in its capacity as
Receiver of Terrasan 327 Royal York Rd. Limited.

Per: _____

TAB G

Court File No. CV-17-11679-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

- and -

TERRASAN 327 ROYAL YORK RD. LIMITED

Respondent

AFFIDAVIT OF CLARK LONERGAN

I, Clark Lonergan, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY** that:

1. I am a Partner of BDO Canada Limited, and as such have personal knowledge of the matters referred to herein.
2. By Order of the Honourable Mr. Justice Wilton Siegel, dated February 24, 2017 (the "Order"), BDO Canada Limited was appointed as Court-appointed Receiver (the "Receiver") of Terrasan 327 Royal York Rd. Limited.
3. Pursuant to the Order, the Receiver has provided services and incurred disbursements which are more particularly described in the detailed accounts attached hereto and marked as **Exhibit "A"**.

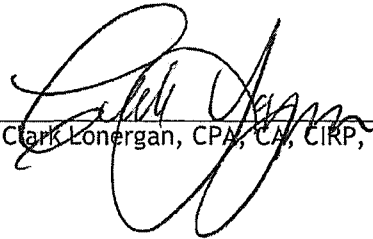
- 4. The time shown in the detailed accounts attached as Exhibit "A" are a fair and accurate description of the services provided and the amounts charged by the Receiver, which reflect the Receiver's time as billed at its standard billing rates.
- 5. The Receiver requests that the Court approve its interim accounts for the period from 4 March 2019 to 25 June 2019 in the amount of \$26,294.63 inclusive of HST of \$3,025.48 for the services set out in Exhibit "A".
- 6. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements and those of its legal representatives and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto,)
 in the Province of Ontario, this)
 2nd day of July 2019.)



 Commissioner for Taking Affidavits, etc)

**Antonio Montessano, a Commissioner, etc.,
 Province of Ontario, for BDO Canada LLP
 and BDO Canada Limited, and
 their subsidiaries, associates and affiliates.
 Expires December 21, 2020.**



 Clark Lonergan, CPA, CA, CIRP, LIT)

This is Exhibit "A" referred to in the affidavit of

Clark Lonergan

Sworn before me this 2nd day of July 2019



A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montasano, a Commissioner, etc.,
Province of Ontario, for BDO Canada LLP
and BDO Canada Limited, and
their subsidiaries, associates and affiliates.
Expires December 21, 2020.**



Tel: 416 865 0210
 Fax: 416 865 0904
 www.bdo.ca

BDO Canada Limited
 20 Wellington Street E, Suite 500
 Toronto ON M5E 1C5 Canada

Terrasas 327 Royal York Rd. Limited
 c/o BDO Canada Limited
 20 Wellington Street E., Suite 500
 Toronto, ON
 M5E 1C5

Date	Invoice
27 June 2019	#CINV

RE TERRASAN 327 ROYAL YORK RD. LIMITED

TO OUR FEE FOR PROFESSIONAL SERVICES rendered from 5 April 2019 to 25 June 2019 in connection with our Receivership Engagement of the above-noted, as described below:

Our Fee		\$ 12,623.00
Disbursements		
Administrative Fee - 5%	631.15	631.15
Subtotal		13,254.15
HST - 13.00% (#R101518124)		1,723.04
TOTAL		\$ 14,977.19

Summary of Time Charges:

	Hours	Rate	Amount
J. Parisi, Partner	18.90	525.00	9,922.50
G. Cerrato, Senior Manager	3.70	465.00	1,720.50
T. Montesano, Administrator	1.90	200.00	380.00
Administrative Support	3.00		600.00
Total	27.50		\$ 12,623.00

Date	Professional	Description	Hrs.
5-Apr-19	Josie Parisi	Discussions with R. Kennedy re next steps with respect to Olympia.	0.5
8-Apr-19	Josie Parisi	Review correspondence with K. Hamilton, review spreadsheet with Olympia investors; call with R. Kennedy re conference call later today; call with K. Hamilton re Olympia investors.	0.9
9-Apr-19	Josie Parisi	Discussion with Maryia, an Olympia investor re status.	0.3
10-Apr-19	Josie Parisi	Call with D. Martino re distribution to Olympia investors.	0.2
12-Apr-19	Josie Parisi	Call with Olympia investor to discuss next steps.	0.3
14-Apr-19	Josie Parisi	Review spreadsheet showing results of Denton's document review of items received from Kara Hamilton.	0.5
17-Apr-19	Josie Parisi	review agreement with Shalom and supplementary info on the Olympia investors	0.1
25-Apr-19	Josie Parisi	call with investor re releasing funds to investors, correspondence with R. Kennedy re same	0.4
26-Apr-19	Tony Montesano	Update HST refunds tracking; prepare deposits.	0.6
30-Apr-19	Josie Parisi	Review correspondence between Shalom and Denton, respond to R. Kennedy re next court appearance.	0.1
6-May-19	Tony Montesano	File HST Return.	0.2
7-May-19	Gary Cerrato	Call with CRA re HST reassessment; reviewing of trial balance report and lien distributions and discuss with CRA.	1.2
9-May-19	Josie Parisi	Call with Olympia investor.	0.4
10-May-19	Gary Cerrato	Respond to call from CRA; return calls from Olympia syndicated mortgage holder.	0.5
10-May-19	Josie Parisi	Call with R. Kennedy re next steps re Olympia, commence preparing court report.	4.1
13-May-19	Josie Parisi	Call with R. Kennedy re report and next steps with Olympia investors.	0.7
14-May-19	Gary Cerrato	Follow up calls to Olympia syndicated mortgage holders; review correspondence re same.	0.5
14-May-19	Josie Parisi	Eleven calls with Olympia investor to discuss process for payment. Work on court report.	3.3



Date	Professional	Description	Hrs.
15-May-19	Josie Parisi	Call from an Olympia investor.	0.2
15-May-19	Tony Montesano	Addressed question from W. Rice initial investors; status of claims; discussed same with J. Parisi.	0.1
16-May-19	Gary Cerrato	Call to CRA re audit follow up; review of CRA HST reassessment; email correspondence to R. Kennedy.	1
16-May-19	Josie Parisi	Call with Olympia investor (Wilford) and review email from him.	0.3
17-May-19	Josie Parisi	Call with R. Kennedy to discuss CRA assessment and report; work on draft report.	1.7
21-May-19	Gary Cerrato	Follow up call from CRA on finalizing their assessment; review of interim distributions.	0.5
21-May-19	Josie Parisi	Various email correspondence with Melvin Luna re Terrasan.	0.2
22-May-19	Tony Montesano	Contacted CRA to inquire about non receipt of HST credit for the period of Feb. 1-28, 2018; advised that the refund was mailed to the L. Santaguida at 21 Cosmo Road in; advised CRA the is not the address of the Receiver; contacted Mr. Santaguida, he advised that he had not received the cheque; called CRA back and requested that a trace on the cheque.	0.6
23-May-19	Josie Parisi	Call with R. Kennedy re court report; Olympia claims procedure; update report.	2.1
27-May-19	Josie Parisi	Call with 2 investors regarding receiving their investments; continue preparing court report.	1.3
31-May-19	Josie Parisi	Receive and address 2 calls from Olympia investors.	0.3
3-Jun-19	Tony Montesano	Prepare and File May 2019 HST Return.	0.2
6-Jun-19	Tony Montesano	Review notice of reassessment on the RT0001 account; scan same to G. Cerrato.	0.2
10-Jun-19	Josie Parisi	Call with one of the investors.	0.4
17-Jun-19	Josie Parisi	Update call with an investor; investor was irate and made threats.	0.4
25-Jun-19	Josie Parisi	Call from Olympia investor.	0.2



Tel: 416 865 0210
 Fax: 416 865 0904
 www.bdo.ca

BDO Canada Limited
 20 Wellington Street E, Suite 500
 Toronto ON M5E 1C5 Canada

Terrasas 327 Royal York Rd. Limited
 c/o BDO Canada Limited
 20 Wellington Street E., Suite 500
 Toronto, ON
 M5E 1C5

Date	Invoice
5 April 2019	#CINV0062800

RE TERRASAN 327 ROYAL YORK RD. LIMITED

TO OUR FEE FOR PROFESSIONAL SERVICES rendered from 4 March 2019 to 4 April 2019 in connection with our Receivership Engagement of the above-noted, as described below:

Our Fee		\$ 9,538.50
Disbursements		
Administrative Fee - 5%	476.93	476.93
Subtotal		10,015.43
HST - 13.00% (#R101518124)		1,302.01
TOTAL		\$ 11,317.44

Summary of Time Charges:

	Hours	Rate	Amount
J. Parisi, Partner	13.20	525.00	6,930.00
G. Cerrato, Senior Manager	2.90	465.00	1,348.50
T. Montesano, Administrator	2.70	200.00	540.00
Administrative Support	3.60		720.00
Total	22.40		\$ 9,538.50

Date	Professional	Description	Hrs.
4-Mar-19	Josie Parisi	Discussions with R. Kennedy re report and final liens to be settled; review and sign lien settlement for Quinn Dressel; review changes to report, provide additional language for report.	1.6
5-Mar-19	Josie Parisi	Correspondence with R. Kennedy re McCallum lien settlement; review report changes proposed by Denton's; discussions with G. Cerrato re completing report and executing same.	1.8
6-Mar-19	Tony Montesano	File February 2019 HST return.	0.1
6-Mar-19	Josie Parisi	Finalize court report; review and sign Desrosiers; calls from Olympia investors; discussions with R. Kennedy re report and inquiries from investors counsel; scan information provided to counsel for Olympia as requested by counsel.	1.7
6-Mar-19	Tony Montesano	Discussion with B. Chiasson regarding change of address for Interpaving Ltd. regarding notice of disallowance; search internet for new address for Interpaving Ltd.	0.1
7-Mar-19	Josie Parisi	Review correspondence between M. Title and Dentons; correspondence with R. Kennedy re same; discussions with R. Kennedy re K. Hamilton and information requested by law society; review email from Tarion re release of holdback funds.	0.8
11-Mar-19	Josie Parisi	Review correspondence with Catherine from law society; review various email correspondence with M. Title; speak to Olympia investors requesting an update; review additional correspondence from M. Title. Prep for court tomorrow.	0.9
12-Mar-19	Josie Parisi	Attend court for order; review order; direction to make payments to lien claimants; discussions with R. Kennedy and M. Title re next steps with Olympia.	1.9
12-Mar-19	Tony Montesano	Prepare payment to Lien Claimants.	0.5
13-Mar-19	Josie Parisi	Prepare and review distribution cheques to lien claimants; discussions with R. Kennedy re K. Hamilton.	0.9
13-Mar-19	Tony Montesano	Correspond with J. Parisi regarding payment of outstanding legal bills for Dentons Canada LLP; request payment of invoices.	0.2
14-Mar-19	Josie Parisi	Correspondence with R. Kennedy re K. Hamilton and next steps, responding to CRA issue with respect to change to address.	0.3

Date	Professional	Description	Hrs.
14-Mar-19	Tony Montesano	Numerous conversation with the Canada Revenue Agency representatives and insolvency unit regarding the non-receipt of the HST for the periods covering August to November 2018; was advised cheques were returned to CRA as undeliverable; then sent incorrect address; requested tracing of cheque; cancel and re-issue to Receiver; updated address of Receiver.	1.2
14-Mar-19	Tony Montesano	Review payment of legal bills for Dentons LLP; requisition payment of legal bills.	0.1
14-Mar-19	Gary Cerrato	Call with CRA re audit of RT002 account; reversal of ITC's and problems with address of Receiver; discussions re clearance certificate and problems with CRA wanting to complete an audit; call with J. Parisi re same.	1.0
14-Mar-19	Gary Cerrato	Return email correspondence re update on distribution.	0.2
18-Mar-19	Josie Parisi	Speaking with 2 Olympia investors regarding the status of the estate; review correspondence from R. Kennedy.	0.6
19-Mar-19	Josie Parisi	Review letter from L. Santaguida, review notice of assessment from CRA re HST; discussions with T. Montesano re same; review email from law society re status of Olympia's counsel.	0.6
19-Mar-19	Gary Cerrato	Review of correspondence received from syndicated mortgage holder; return call; call from CRA.	0.9
20-Mar-19	Tony Montesano	Discussion with J. Parisi regarding HST refund received; respond to information request from L. Santaguida; reconcile HST refunds; contact CRA to discuss not receipt of the May 3018 HST refund; requested an inquiry and call back regarding same.	0.5
20-Mar-19	Josie Parisi	Call with Olympia investor to provide them an update.	0.4
21-Mar-19	Josie Parisi	Review letter from Denton's re Tarion deposit.	0.1
21-Mar-19	Gary Cerrato	Call with CRA re RT001 account reverse the ITC's for unpaid A/P; review of records to determine A/P reversal; discussion re distributions to lien claimants.	0.8
25-Mar-19	Josie Parisi	Call with R. Kennedy re K. Hamilton and LC.	0.2
27-Mar-19	Josie Parisi	Correspondence with J. Desario re Olympia; review correspondence from Q. Dressell re liens.	0.5
1-Apr-19	Josie Parisi	Review email from M. Title and respond to R. Kennedy.	0.1
1-Apr-19	Josie Parisi	Review bank statement and reconciliation.	0.1
4-Apr-19	Josie Parisi	Review notice of motion for delivery records	0.7

TAB H

Court File No.: CV-17-11679-00CL

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

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

- and -

TERRASAN 327 ROYAL YORK RD. LIMITED

Respondent

**AFFIDAVIT OF MARK FREAKE
(sworn July 8, 2019)**

I, **MARK FREAKE**, of the City of Toronto, in the Province of Ontario, **SWEAR AND SAY AS FOLLOWS:**

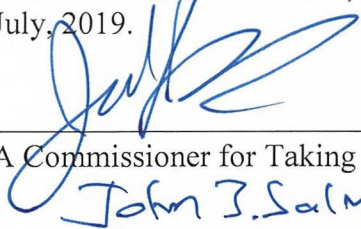
1. I am an Associate with Dentons Canada LLP ("**Dentons**"), as such, I have knowledge of the matters to which I hereinafter depose.
2. Pursuant to an Order dated February 24, 2017 (the "**Receivership Order**"), BDO Canada LLP was appointed Receiver and Manager of Terrasan 327 Royal York Rd. Limited in the within proceedings (the "**Receiver**").
3. The Receiver retained Dentons as counsel to advise it with regard to the matters related to its appointment and the exercise of its powers and performance of its duties.

4. The Receivership Order provides at paragraph 21 that the Receiver, and counsel to the Receiver, shall be paid their reasonable fees and disbursements at their standard rates and charges.
5. The Dentons fees and disbursements for the period of March 1, 2019 to June 30, 2019 (the “**Fee Period**”), are summarized in the invoices rendered to the Receiver (the “**Invoices**”). The Invoices are a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by Dentons. I am advised by the Receiver that it has reviewed the Invoices and that it considers the fees and disbursements as fair and reasonable. Attached and marked as **Exhibit “A”** are the Invoices.
6. Attached and marked as **Exhibit “B”** is a schedule summarizing the Invoices, the total billable hours charged, the total fees charged (both prior to and after the application of the applicable discount) along with the average hourly rate charged.
7. Attached and marked as **Exhibit “C”** is a schedule summarizing the respective years of call and standard billing rates of each of the solicitors at Dentons who acted for the Receiver.
8. For the Fee Period, Dentons voluntarily applied a discount to the fees charged under the Invoice. The amount of the discount is reflected in the Invoice.
9. The Dentons rates and disbursements are consistent with those in the market for these types of matters and have been previously approved by this Honourable Court in similar proceedings.

10. I make this affidavit in support of the motion for, among other things, approval of the fees and disbursements of Dentons and for no other or improper purpose.

SWORN before me at the City of Toronto in the Province of Ontario, this 8th day of July, 2019.

A Commissioner for Taking Affidavits, etc.



John J. Salmer



MARK FREAKE

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF SERVICE OF MARK FREAKE
SWORN BEFORE ME THIS 8th DAY OF JULY, 2019.

A handwritten signature in blue ink, appearing to be 'JOS', is written over a horizontal line.

A Commissioner for Taking Affidavits, etc.

Dentons Canada LLP
 77 King Street West, Suite 400
 Toronto-Dominion Centre
 Toronto, ON, Canada M5K 0A1

T 416 863 4511
 F 416 863 4592

大成 Salans FMC SNR Denton McKenna Long
 dentons.com

BDO Canada LLP
 1100-123 Front Street West
 Toronto, ON M5J 2M2
 Attention: Josie Parisi

INVOICE # 3421793

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
April 18, 2019	201205-000011	Robert Kennedy

BDO Canada LLP
Re: Receivership Proceedings of Terrasan 327 Royal York Rd.
Limited

Professional Fees	\$ 27,413.00
Less: Discount	<u>(1,413.00)</u>
Net Professional Fees	\$ 26,000.00
Disbursements	350.05
HST (13.0%) on \$26,350.05	<u>3,425.51</u>
Total Amount Due	<u>\$ 29,775.56 CAD</u>

Payment Options:	
<p><u>Cheques:</u> Cheques payable to Dentons Canada LLP and mailed to the above noted address.</p> <p><u>Wire Transfer:</u> Bank of Montreal 1st Canadian Place, Toronto, ON Swift Code: BOFMCAM2 Bank ID: 001 Transit: 00022 CAD Funds Bank Account : 0004-324</p> <p><u>Credit Card:</u> Payments are accepted via telephone, email or fax. We accept American Express, MasterCard or Visa (please circle one). Card No. _____ Expiry Date: _____ Card Verification Code (CVC): _____ Amount: _____ Cardholder Name: _____ Signature: _____</p>	<p><u>Internet Banking:</u> Accepted at most financial institutions. Your payee is Dentons Canada LLP and your account number is 201205. Please email us at Edm.Accounting@dentons.com referencing invoice number and payment amount.</p> <p><u>Interac e-Transfer:</u> e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Please use matter number referenced on your invoice as the password. Alternatively, send password to AR.Canada@dentons.com in separate email.</p>
<p>Please email us at AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 1.3% per annum on all outstanding amounts over 30 days.</p>	

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
01-Mar-19	Robert Kennedy	Correspondence to and from Adam Slavens. Conversation with Adams Slavens regarding Tarion Holdback. Correspondence to Josie Parisi. Work on lien claim matters. Correspondence to Renata Kis. Work on motion materials.
03-Mar-19	Robert Kennedy	Work on motion materials.
04-Mar-19	Robert Kennedy	Work on Receiver's Report. Work on lien claim matters. Various correspondence to and from Renata Kis. Various correspondence to and from Josie Parisi. Correspondence to Peter Verbeek. Conversation with Peter Verbeek. Various correspondence to and from Matt DiGiovani. Work on motion materials.
05-Mar-19	Robert Kennedy	Review and revise motion materials. Various correspondence to and from Josie Parisi. Review and revise Receiver's Report. Correspondence to Peter Verbeek. Correspondence to Renata Kis. Various correspondence from and to Peter Verbeek. Prepare settlement agreement. Various correspondence to and from Renata Kis. Various correspondence to and from Josie Parisi re: lien settlements.
06-Mar-19	Robert Kennedy	Various correspondence to and from Josie Parisi. Review and revise notice of motion and Order. Review and revise Receiver's Report. Correspondence to and from Adam Slavens. Various correspondence to and from Gary Cerratto. Review interim R&D.
07-Mar-19	Robert Kennedy	Review motion record. Various correspondence from and to Adam Slavens. Various correspondence to and from Josie Parisi regarding Tarion. Correspondence to Kara Hamilton. Review Distribution Order regarding Tarion Holdback.
08-Mar-19	Robert Kennedy	Review correspondence from Michael Title. Various correspondence to and from Josie Parisi. Review motion record. Review lien documentation and loan and security documentation. Various correspondence to and from Michael Title. Consider strategy regarding motion and next steps.
11-Mar-19	Robert Kennedy	Review correspondence from Michael Title. Review and consider syndicated mortgage matters. Review and address motion matters. Various correspondence to and from Josie Parisi. Correspondence to Michael Title.

Date	Timekeeper	Description of Work
		Various correspondence to and from Adam Slavens. Preparation for motion.
12-Mar-19	Jonathan Meyer	Getting order issued and entered at the Commercial List for Robert Kennedy. Travel to and from Commercial List regarding same.
12-Mar-19	Robert Kennedy	Review and revise Order. Preparation for Court attendance. Various conversations with Josie Parisi. Attend Court. Attend to service of Order. Correspondence to Kara Hamilton. Review correspondence from investor. Correspondence to Josie Parisi regarding distributions. Review settlement agreements.
13-Mar-19	Robert Kennedy	Various correspondence to and from Josie Parisi. Review distribution order. Various correspondence to and from lien claimants regarding distributions. Review receivership order. Consider next steps regarding bare trustee and access to records.
14-Mar-19	Robert Kennedy	Review receivership order and consider next steps regarding motion. Various correspondence to and from Josie Parisi. Work on distribution matters. Work on notice of motion. Review correspondence from Josie Parisi regarding CRA.
15-Mar-19	Robert Kennedy	Various correspondence to and from Peter Verbeek. Review direction. Work on notice of motion. Various correspondence to and from Josie Parisi. Correspondence to Catherine Campbell regarding books and records.
18-Mar-19	Robert Kennedy	Review correspondence from Catherine Campbell regarding request for information. Work on notice of motion matters regarding Order to compel.
20-Mar-19	Robert Kennedy	Review correspondence from Kevin Brodie regarding Tarion holdback. Correspondence to Josie Parisi.
25-Mar-19	Robert Kennedy	Conversation with Josie Parisi regarding syndicated loan and administration matters. Review receivership order. Correspondence to Catherine Campbell.
26-Mar-19	Robert Kennedy	Correspondence to and from Peter Verbeek.
27-Mar-19	Robert Kennedy	Various correspondence to and from Matt Di Giovanni.
28-Mar-19	Robert Kennedy	Review correspondence from Peter Verbeek. Correspondence to Josie Parisi.
29-Mar-19	Robert Kennedy	Review correspondence from Matt Di Giovanni. Correspondence to and from Josie Parisi.

Timekeeper	Hours	Rate	Fees
Jonathan Meyer	0.6	270.00	162.00
Robert Kennedy	45.8	595.00	27,251.00
Total	46.4		\$27,413.00

TOTAL PROFESSIONAL FEES \$ 27,413.00
Less: Discount (1,413.00)
NET PROFESSIONAL FEES \$ 26,000.00

TAXABLE DISBURSEMENTS

Binding Books / Documents \$ 2.80
Courier & Delivery 159.75
Photocopy & Printing Charges 122.50
Process Server Fees 65.00
TOTAL TAXABLE DISBURSEMENTS \$ 350.05

TOTAL DISBURSEMENTS 350.05

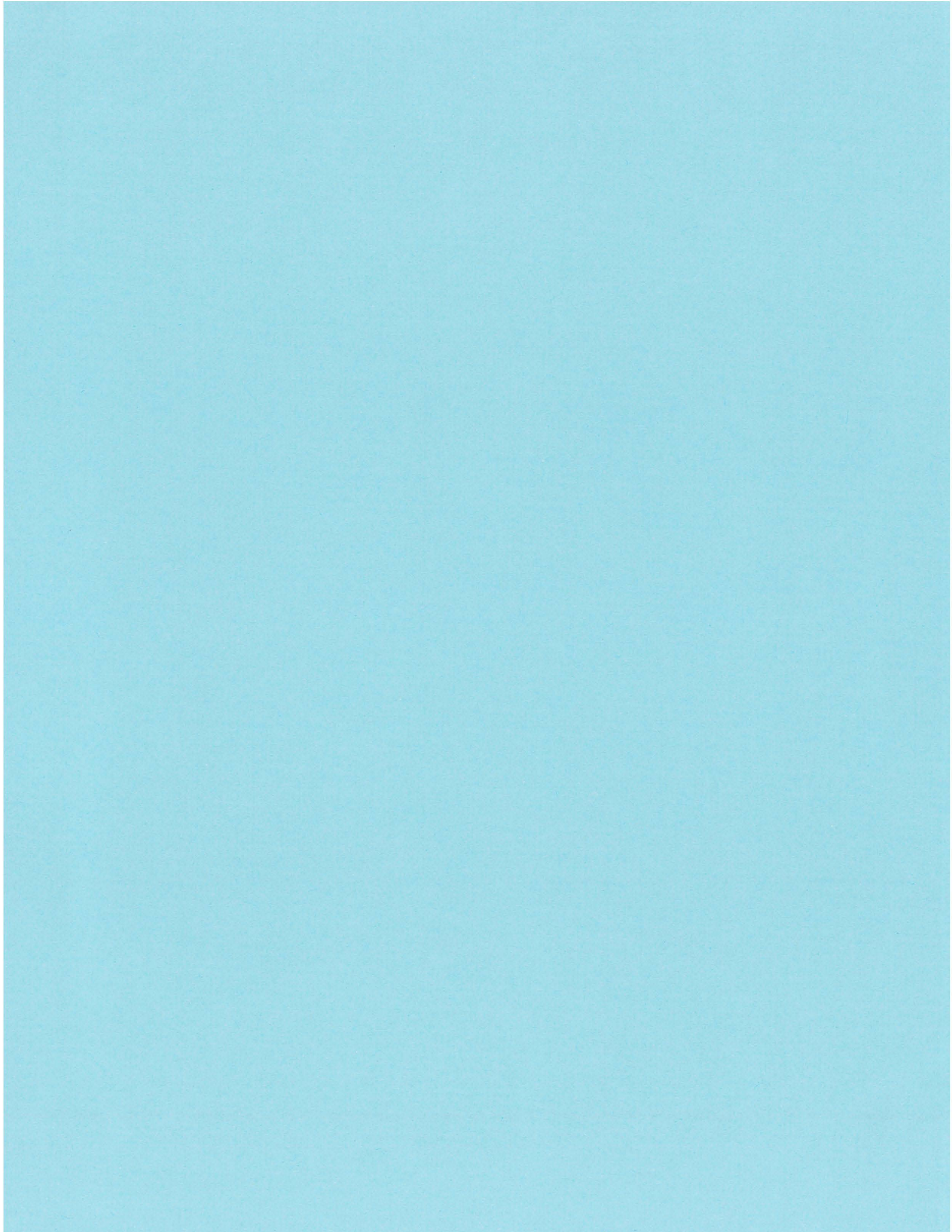
TOTAL FEES AND DISBURSEMENTS \$ 26,350.05

TAXES

HST (13.0%) on Professional Fees of \$26,000.00 \$ 3,380.00
HST (13.0%) on Taxable Disbursements of \$350.05 45.51

TOTAL TAXES 3,425.51

TOTAL AMOUNT DUE \$ 29,775.56 CAD



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BDO Canada LLP
1100-123 Front Street West
Toronto, ON M5J 2M2

Attention: Josie Parisi

INVOICE # 3424540

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
April 30, 2019	201205-000011	Robert Kennedy

BDO Canada LLP
Re: Receivership Proceedings of Terrasan 327 Royal York Rd.
Limited

Professional Fees	\$ 20,542.50
Less: Discount	<u>(542.50)</u>
Net Professional Fees	\$ 20,000.00
Disbursements	56.14
HST (13.0%) on \$20,056.14	<u>2,607.30</u>
Total Amount Due	<u>\$ 22,663.44 CAD</u>

Payment Options:	
<p><u>Cheques:</u> Cheques payable to Dentons Canada LLP and mailed to the above noted address.</p>	<p><u>Internet Banking:</u> Accepted at most financial institutions. Your payee is Dentons Canada LLP and your account number is 201205. Please email us at Edm.Accounting@dentons.com referencing invoice number and payment amount.</p>
<p><u>Wire Transfer:</u> Bank of Montreal 1st Canadian Place, Toronto, ON Swift Code: BOFMCAM2 Bank ID: 001 Transit: 00022 CAD Funds Bank Account : 0004-324</p>	<p><u>Interac e-Transfer:</u> e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Please use matter number referenced on your invoice as the password. Alternatively, send password to AR.Canada@dentons.com in separate email.</p>
<p><u>Credit Card:</u> Payments are accepted via telephone, email or fax. We accept American Express, MasterCard or Visa (please circle one). Card No. _____ Expiry Date: _____ Card Verification Code (CVC): _____ Amount: _____ Cardholder Name: _____ Signature: _____</p>	
<p>Please email us at AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 1.3% per annum on all outstanding amounts over 30days.</p>	

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
01-Apr-19	Robert Kennedy	Review correspondence from Michael Title. Correspondence to Michael Title. Correspondence from and to Josie Parisi.
02-Apr-19	Robert Kennedy	Correspondence to Michael Title. Correspondence to Catherine Campbell. Review correspondence from Catherine Campbell and consider reply. Conversation with Josie Parisi. Correspondence to Paul Fletcher regarding syndicate mortgage documentation.
03-Apr-19	Robert Kennedy	Review correspondence from Catherine Campbell. Voicemail left with Catherine Campbell. Review receivership order. Correspondence to Catherine Campbell. Correspondence to Josie Parisi. Work on notice of motion.
04-Apr-19	Robert Kennedy	Work notice of motion. Various correspondence to and from Catherine Campbell. Various correspondence to and from Josie Parisi. Correspondence to Peter Verbeek. Review receivership order. Attend conference call with representatives of the Law Society. Correspondence to Paul Fletcher. Correspondence to Kara Hamilton.
05-Apr-19	Robert Kennedy	Review notice of motion. Various correspondence to and from Josie Parisi. Various correspondence to and from Kara Hamilton regarding syndicated mortgage and documentation. Review syndicated mortgage documentation.
08-Apr-19	Robert Kennedy	Various correspondence to and from Kara Hamilton. Review notice of motion. Various correspondence to and from Josie Parisi. Review investor documentation regarding syndicate mortgage. Voicemail received from Paul Fletcher. Correspondence to Paul Fletcher. Attend conference call with Kara Hamilton and Josie Parisi. Conversation with Josie Parisi.
09-Apr-19	Jonathan Meyer	Meeting with Rob Kennedy receiving instructions for mortgage investment review. Reviewing email correspondence and documents related to file.
09-Apr-19	Robert Kennedy	Conference with Jon Meyer. Review syndicated mortgage documentation. Correspondence from and to Kara Hamilton.
10-Apr-19	Robert Kennedy	Various correspondence to and from Kara Hamilton. Review syndicated mortgage documentation. Various correspondence to and from Josie Parisi.

Date	Timekeeper	Description of Work
11-Apr-19	Jonathan Meyer	Review of syndicated investor documents.
11-Apr-19	Robert Kennedy	Correspondence from and to Kara Hamilton. Correspondence from and to Joshua Elcombe. Review investment documentation. Conference with Jon Meyer regarding investment documentation.
12-Apr-19	Jonathan Meyer	Continued review of investor documents and drafting chart outlining review findings. Sending chart with Rob Kennedy for review.
12-Apr-19	Robert Kennedy	Review correspondence from Jon Meyer. Review memorandum regarding investor documentation. Correspondence to Josie Parisi. Consider distribution matters.
15-Apr-19	Robert Kennedy	Conference with Jon Meyer. Review summary regarding syndicated mortgage.
16-Apr-19	Jonathan Meyer	Meeting with Rob Kennedy regarding document review.
16-Apr-19	Robert Kennedy	Review investor documentation and summary. Consider next steps regarding distribution. Correspondence to Josie Parisi. Review correspondence from Michael Title. Conference with Jon Meyer.
17-Apr-19	Robert Kennedy	Work on syndicated mortgage distribution matters. Correspondence from and to Kara Hamilton. Correspondence from and to Bernie Romano. Work on lien settlement agreement. Various correspondence to and from Josie Parisi.
18-Apr-19	Robert Kennedy	Review syndicated mortgage documentation. Conference with Ken Kraft regarding distribution matters. Conversation with Kara Hamilton. Consider next steps regarding distribution. Review correspondence from Bernie Romano. Correspondence to Josie Parisi. Review correspondence from Josie Parisi. Correspondence to Bernie Romano.
18-Apr-19	Kenneth Kraft	Discuss with Rob Kennedy distribution issues related to 4th mortgage claims.
24-Apr-19	Robert Kennedy	Review correspondence from Bernie Romano. Review executed settlement agreement. Review correspondence from Josie Parisi.
30-Apr-19	Robert Kennedy	Correspondence to and from Josie Parisi. Review Shalom settlement agreement. Correspondence to Bernie Romano. Work on syndicated mortgage distribution matters.

Timekeeper	Hours	Rate	Fees
Jonathan Meyer	9.3	270.00	2,511.00
Kenneth Kraft	0.4	900.00	360.00
Robert Kennedy	29.7	595.00	17,671.50
Total	39.4		\$20,542.50

TOTAL PROFESSIONAL FEES \$ 20,542.50
Less: Discount (542.50)
NET PROFESSIONAL FEES \$ 20,000.00

TAXABLE DISBURSEMENTS

Fax Charges \$ 4.50
Courier & Delivery 49.19
Photocopy & Printing Charges 2.45
TOTAL TAXABLE DISBURSEMENTS \$ 56.14

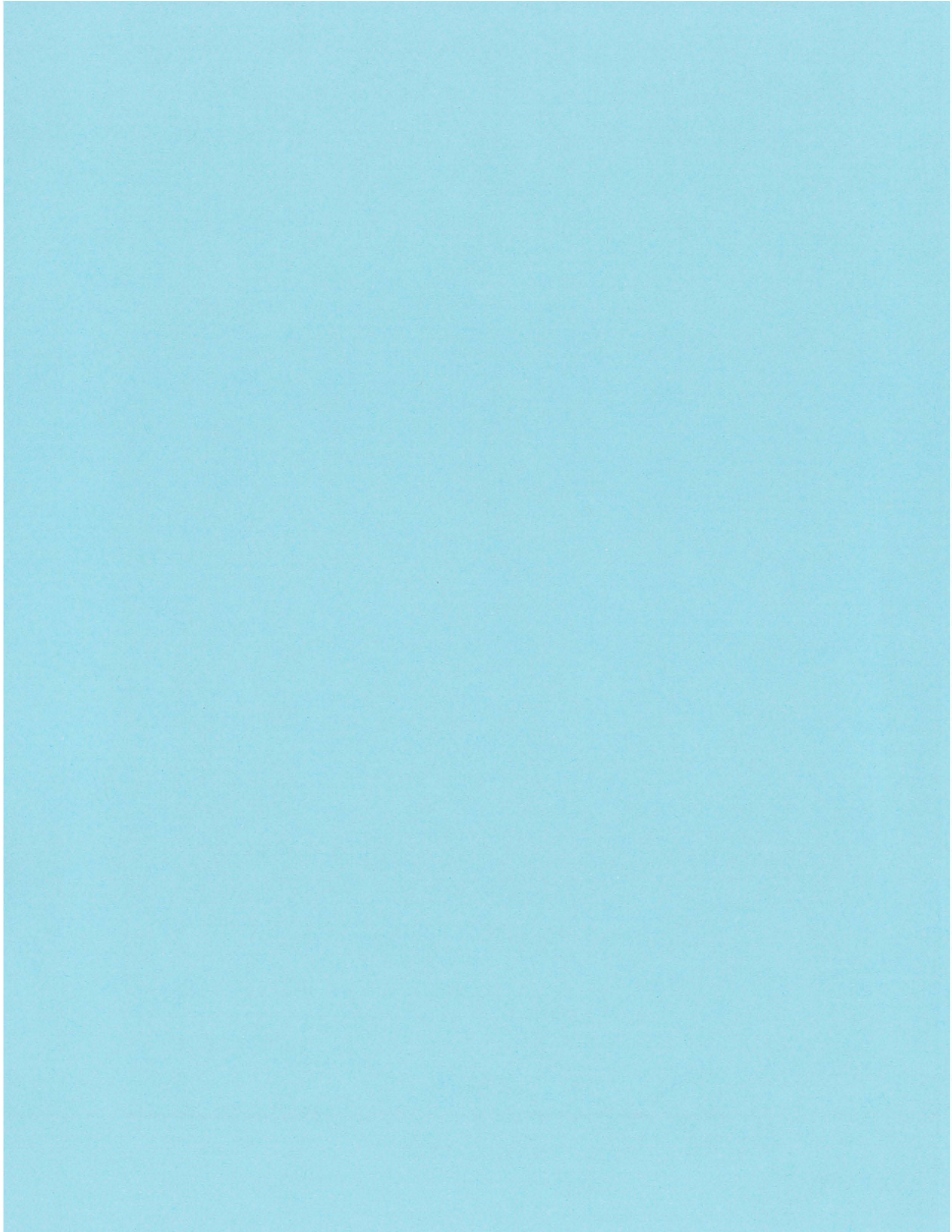
TOTAL DISBURSEMENTS 56.14

TOTAL FEES AND DISBURSEMENTS \$ 20,056.14

TAXES

HST (13.0%) on Professional Fees of \$20,000.00 \$ 2,600.00
HST (13.0%) on Taxable Disbursements of \$56.14 7.30
TOTAL TAXES 2,607.30

TOTAL AMOUNT DUE \$ 22,663.44 CAD



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Toronto, ON M5J 2M2

Attention: Josie Parisi

INVOICE # 3434507

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
May 31, 2019	201205-000011	Robert Kennedy

BDO Canada LLP
Re: Receivership Proceedings of Terrasan 327 Royal York Rd.
Limited

Professional Fees	\$ 10,500.00
Disbursements	1.84
HST (13.0%) on \$10,501.84	1,365.24
Total Amount Due	\$ <u>11,867.08</u> CAD

Payment Options:	
<p><u>Cheques:</u> Cheques payable to Dentons Canada LLP and mailed to the above noted address.</p> <p><u>Wire Transfer:</u> Bank of Montreal 1st Canadian Place, Toronto, ON Swift Code: BOFMCAM2 Bank ID: 001 Transit: 00022 CAD Funds Bank Account : 0004-324</p> <p><u>Credit Card:</u> Payments are accepted via telephone, email or fax. We accept American Express, MasterCard or Visa (please circle one). Card No. _____ Expiry Date: _____ Card Verification Code (CVC): _____ Amount: _____ Cardholder Name: _____ Signature: _____</p>	<p><u>Internet Banking:</u> Accepted at most financial institutions. Your payee is Dentons Canada LLP and your account number is 201205. Please email us at Edm.Accounting@dentons.com referencing invoice number and payment amount.</p> <p><u>Interac e-Transfer:</u> e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Please use matter number referenced on your invoice as the password. Alternatively, send password to AR.Canada@dentons.com in separate email.</p>
<p>Please email us at AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 1.3% per annum on all outstanding amounts over 30 days.</p>	

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
08-May-19	Robert Kennedy	Voicemail received from Gary Cerrato. Conversation with Gary Cerrato re: syndicated mortgage. Review correspondence from Josie Parisi.
09-May-19	Mark Freake	Meeting with Robert Kennedy regarding claims process. Review file.
09-May-19	Robert Kennedy	Various correspondence to and from Josie Parisi re: distribution matters. Conference with Mark Freake re: motion and claims procedure.
13-May-19	Mark Freake	Review various Receiver's Reports and other court documents. Draft Notice of Motion and Claims Procedure Order regarding syndicated mortgage. Conversation with Robert Kennedy regarding same.
13-May-19	Robert Kennedy	Conference with Mark Freake re: motion materials. Various correspondence to and from Josie Parisi re: CRA. Conversation with Josie Parisi re: motion and distribution matters.
14-May-19	Mark Freake	Draft Notice of Motion, Claims Procedure Order and Notice to Creditors regarding syndicated mortgage.
14-May-19	Robert Kennedy	Various correspondence to and from Josie Parisi. Conference with Mark Freake re: motion materials.
15-May-19	Mark Freake	Work on syndicated mortgage claim issues, including preparation of Notion of Motion, Claims Procedure Order, Notice to Investors, Proof of Claim and Notice of Revision or Disallowance. Email correspondence with Robert Kennedy regarding same.
15-May-19	Robert Kennedy	Review correspondence from Mark Freake. Review draft motion materials.
17-May-19	Robert Kennedy	Review various correspondence re: investors. Conversation with Josie Parisi re: motion matters. Review CRA assessment. Review motion materials. Correspondence to Josie Parisi.

Timekeeper	Hours	Rate	Fees
Mark Freake	14.5	560.00	8,120.00
Robert Kennedy	4.0	595.00	2,380.00
Total	18.5		\$10,500.00

TOTAL PROFESSIONAL FEES

\$ 10,500.00

DENTONS CANADA LLP
BDO Canada LLP
Re: Receivership Proceedings of Terrasan 327 Royal York Rd.
Limited

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Matter # 201205-000011

TAXABLE DISBURSEMENTS

Conference Call charges	\$	1.84
TOTAL TAXABLE DISBURSEMENTS	\$	1.84

TOTAL DISBURSEMENTS 1.84

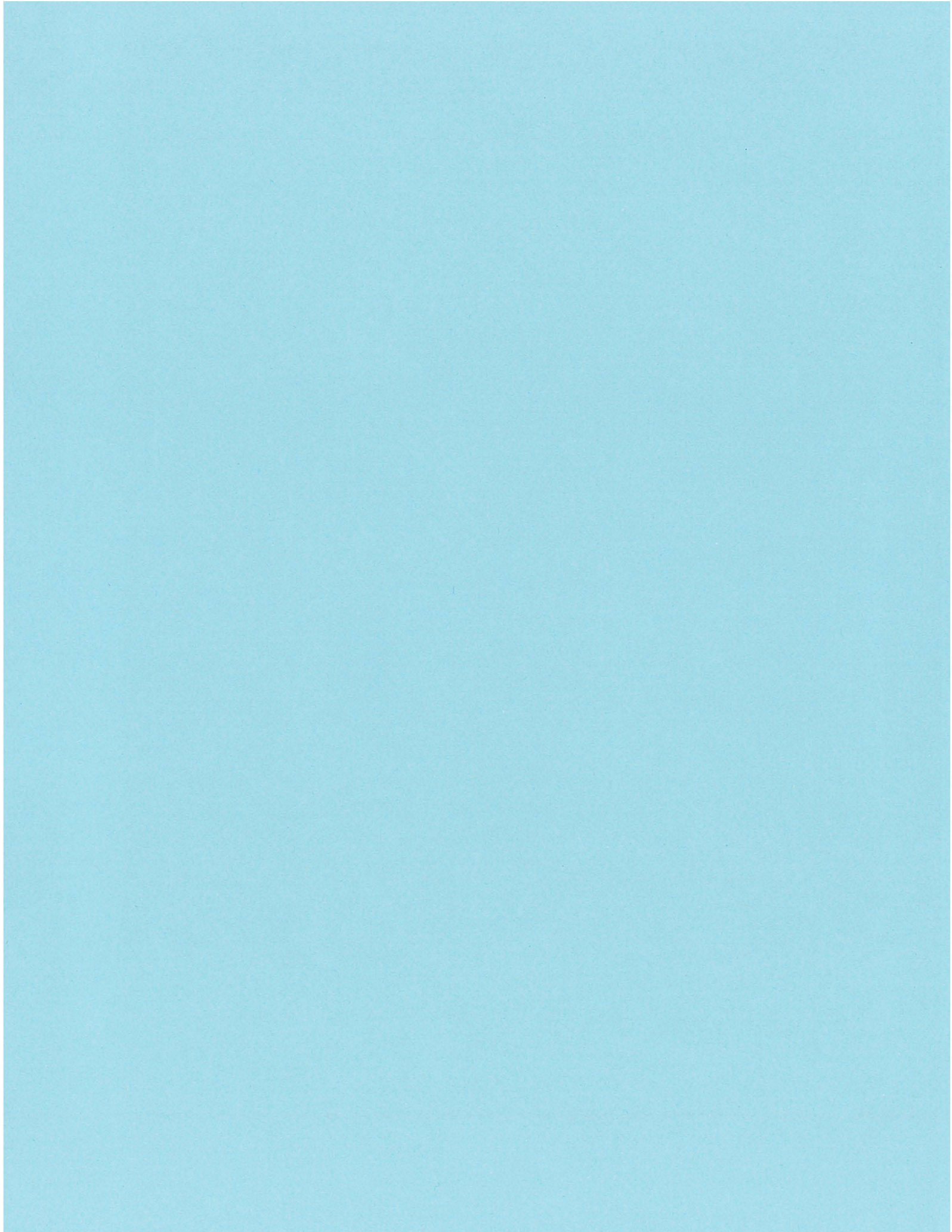
TOTAL FEES AND DISBURSEMENTS \$ 10,501.84

TAXES

HST (13.0%) on Professional Fees of \$10,500.00	\$	1,365.00
HST (13.0%) on Taxable Disbursements of \$1.84		<u>0.24</u>

TOTAL TAXES 1,365.24

TOTAL AMOUNT DUE \$ 11,867.08 CAD



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 dentons.com

BDO Canada LLP
 1100-123 Front Street West
 Toronto, ON M5J 2M2

Attention: Josie Parisi

INVOICE # 3436510

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
June 30, 2019	201205-000011	Robert Kennedy

BDO Canada LLP
Re: Receivership Proceedings of Terrasan 327 Royal York Rd.
Limited

Professional Fees	\$ 2,187.50
Disbursements	323.00
HST (13.0%) on \$2,190.50	<u>284.77</u>
Total Amount Due	<u>\$ 2,795.27 CAD</u>

Payment Options:	
<p><u>Cheques:</u> Cheques payable to Dentons Canada LLP and mailed to the above noted address.</p> <p><u>Wire Transfer:</u> Bank of Montreal 1st Canadian Place, Toronto, ON Swift Code: BOFMCAM2 Bank ID: 001 Transit: 00022 CAD Funds Bank Account : 0004-324</p> <p><u>Credit Card:</u> Payments are accepted via telephone, email or fax. We accept American Express, MasterCard or Visa (please circle one). Card No. _____ Expiry Date: _____ Card Verification Code (CVC): _____ Amount: _____ Cardholder Name: _____ Signature: _____</p>	<p><u>Internet Banking:</u> Accepted at most financial institutions. Your payee is Dentons Canada LLP and your account number is 201205. Please email us at Edm.Accounting@dentons.com referencing invoice number and payment amount.</p> <p><u>Interac e-Transfer:</u> e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Please use matter number referenced on your invoice as the password. Alternatively, send password to AR.Canada@dentons.com in separate email.</p>
<p>Please email us at AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 1.3% per annum on all outstanding amounts over 30 days.</p>	

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
11-Jun-19	Robert Kennedy	Review correspondence from Michael Title. Review correspondence from Josie Parisi.
12-Jun-19	Robert Kennedy	Review draft motion materials. Correspondence to Josie Parisi. Consider next steps re: distribution and HST claim.
20-Jun-19	Robert Kennedy	Review correspondence from Georgina Cairns. Review investor summary.
25-Jun-19	Robert Kennedy	Various correspondence to and from Josie Parisi re: distribution motion. Consider next steps.
26-Jun-19	Mark Freake	Arrange date for claims process motion. Review and revise claims process package.
27-Jun-19	Mark Freake	Arrange date for claims process motion. Review and revise claims process package. Review comments from Josie Parisi.
27-Jun-19	Robert Kennedy	Various correspondence to and from Josie Parisi re: motion. Review draft order. Consider motion matters.

Timekeeper	Hours	Rate	Fees
Mark Freake	0.4	560.00	224.00
Robert Kennedy	3.3	595.00	1,963.50
Total	3.7		\$2,187.50

TOTAL PROFESSIONAL FEES \$ **2,187.50**

TAXABLE DISBURSEMENTS

Photocopy & Printing Charges \$ 3.00
TOTAL TAXABLE DISBURSEMENTS \$ **3.00**

NON-TAXABLE DISBURSEMENTS

Filing Fee* \$ 320.00
TOTAL NON-TAXABLE DISBURSEMENTS \$ **320.00**

TOTAL DISBURSEMENTS **323.00**

TOTAL FEES AND DISBURSEMENTS \$ **2,510.50**

TAXES

HST (13.0%) on Professional Fees of \$2,187.50 \$ 284.38
 HST (13.0%) on Taxable Disbursements of \$3.00 0.39

DENTONS CANADA LLP
BDO Canada LLP
Re: Receivership Proceedings of Terrasan 327 Royal York Rd.
Limited

INVOICE 3436510
Page 3 of 3

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Matter # 201205-000011

TOTAL TAXES

284.77

TOTAL AMOUNT DUE

\$ 2,795.27 CAD

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF SERVICE OF MARK FREAKE
SWORN BEFORE ME THIS 8th DAY OF JULY, 2019.



A Commissioner for Taking Affidavits, etc.

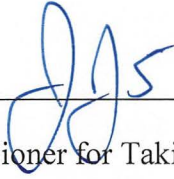
EXHIBIT "B"

Summary of Invoices and Calculation of Average Hourly Billing Rates of Dentons Canada LLP

The Period from March 1, 2019 to June 30, 2019

Date	Invoice No.	Fees	Discount	Disbursements	Taxes(HST)	Hours	Average Rate	Total
April 18, 2019	3421793	26,000.00	1,413.00	350.05	3,425.51	46.4	432.50	29,775.56
April 30, 2019	3424540	20,000.00	542.50	56.14	2,607.30	39.4	588.33	22,663.44
May 31, 2019	3434507	10,500.00	-	1.84	1,365.24	18.5	577.5	11,867.08
June 30, 2019	3436510	2,187.50	-	323.00	284.77	3.7	577.5	2,795.27
TOTALS:		\$58,687.50	\$1,955.50	\$ 731.03	\$7,682.82	108	\$543.96	\$67,101.35

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF SERVICE OF MARK FREAKE
SWORN BEFORE ME THIS 8th DAY OF JULY, 2019.

A handwritten signature in blue ink, appearing to be 'JAS', is written over a horizontal line.

A Commissioner for Taking Affidavits, etc.

EXHIBIT "C"**Billing Rates of Dentons Canada LLP**

For the period March 1, 2019 to June 30, 2019

	<u>Standard Rate</u>	<u>Discounted Rate</u>	<u>Year of Call</u>
Kenneth Kraft	\$900.00	N/A	1991
Robert Kennedy	\$725.00	\$595.00	2002
Mark Freake	\$560.00		
Jonathan Meyer	\$270.00	N/A	Articling Student

CENTURION MORTGAGE CAPITAL CORPORATION

- and -

TERRASAN 327 ROYAL YORK RD. LIMITED

Applicant

Respondent

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

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF MARK FREAKE
(Sworn July 8, 2019)**

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario M5K 0A1

Robert Kennedy (LSO #474070)
Tel: (416) 367-6756
Fax: (416) 863-4592
robert.kennedy@dentons.com

Mark Freake (LSO # 63656H)
Tel: (416) 863-4456
mark.freake@dentons.com

Lawyers for the Receiver

CENTURION MORTGAGE CAPITAL CORPORATION

- and -

TERRASAN 327 ROYAL YORK RD. LIMITED

Applicant

Respondent

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

PROCEEDING COMMENCED AT TORONTO

**TWELFTH REPORT OF BDO CANADA LIMITED, IN ITS
CAPACITY AS COURT APPOINTED RECEIVER**

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Robert J. Kennedy (LSO #474070)
Tel: (416) 367-6756
Fax: (416) 863-4592
robert.kennedy@dentons.com

Mark A. Freake (LSO #63656H)
Tel: (416) 863-4456
mark.freake@dentons.com

Lawyers for the Receiver

TAB 3

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

THE HONOURABLE) MONDAY, THE 15TH DAY
JUSTICE)
) OF JULY, 2019

BETWEEN:

CENTURION MORTGAGE CAPITAL CORPORATION

Applicant

and

TERRASAN 327 ROYAL YORK RD. LIMITED

Respondent

SYNDICATED MORTGAGE CLAIMS PROCEDURE ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as Court appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of Terrasan 327 Royal York Rd. Limited (“**Terrasan**”), for an order:

- (a) establishing a claims procedure in respect of claims against Terrasan asserted by investors in a syndicated mortgage held in the name of Olympia Trust Company, John Fletcher and Community Trust Company (the “**Syndicated Mortgage**”);
- (b) approving and authorizing the lien claim settlement agreement dated April 24, 2019 between Shalom Electric Inc. (“**Shalom**”) and the Receiver (the “**Shalom Settlement Agreement**”), and the distribution to Shalom in the amount of \$5,143.12 (the “**Shalom Distribution**”), in accordance with the terms of the Shalom Settlement Agreement;

- (c) approving the Twelfth Report of the Receiver dated July 9, 2019 (the “**Twelfth Report**”) and the activities of the Receiver as described therein;
- (d) approving the fees and disbursements of the Receiver as set out in the affidavit of Clark Lonergan sworn July 2, 2019 and the fees and disbursements of the Receiver’s counsel, Dentons Canada LLP (“**Dentons**”), as set out in the affidavit of Mark Freake sworn July 8, 2019 (collectively, the “**Fee Affidavits**”) ; and
- (e) approving the Receiver’s interim statement of receipts and disbursements dated June 27, 2019 (the “**Interim R&D Statement**”),

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Receiver dated July 9, 2019, including the Twelfth Report, and on hearing the submissions of counsel for the Receiver, and any such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Amanda Campbell sworn July 9, 2019, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record is abridged and validated such that this Motion is properly returnable today, and further service of the Notice of Motion and the Motion Record is hereby dispensed with.

RECEIVER’S ACTIVITIES

2. **THIS COURT ORDERS** that the Twelfth Report and the activities described therein are hereby approved.

3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and Dentons, as set out in the Twelfth Report and the Fees Affidavits, are hereby approved.

4. **THIS COURT ORDERS** that the Interim R&D Statement is hereby approved.

SHALOM SETTLEMENT AND DISTRIBUTION

5. **THIS COURT ORDERS** that the Shalom Settlement Agreement is hereby authorized and approved, and the Receiver is hereby authorized and directed to make the Shalom Distribution as outlined and, in accordance with the terms of the Shalom Settlement Agreement.

SYNDICATED MORTGAGE CLAIMS PROCEDURE

6. **THIS COURT ORDERS** that the Receiver shall conduct a proof of claim procedure (the “**Claims Process**”) to identify all investor claims of those investors (the “**Investors**”) who have a claim in the Syndicated Mortgage, as outlined and identified in Land Titles instrument number AT4464383 attached hereto as **Schedule “A** (the “**Investor List**”), as follows:

- (a) the Receiver shall, by no later than July 31, 2019, send to the Investors outlined in the Investor List, a copy of:
 - (i) the notice to investors in the form attached hereto as **Schedule “B”** (the “**Notice to Investors**”), which shall assert the investor claim (the “**Claim**”) such Investor has in the Syndicated Mortgage, as outlined in the Investor List; and
 - (ii) a blank proof of claim, in the form attached hereto as **Schedule “C”** (the “**Proof of Claim**”) (collectively, the “**Claims Package**”); and
- (b) the Receiver shall post a copy of the Claims Package and this Order on the Receiver’s website at <http://www.extranets.bdo.ca/terrasan>, on or before July 19, 2019.

7. **THIS COURT ORDERS** that all Investors that:

- (a) do not submit a Proof of Claim; or
- (b) agree with the Claim set forth in the Notice to Investors;

shall have their Claim deemed accepted on August 30, 2019 at 5:00 p.m. (Toronto Time) (the “**Claims Bar Date**”) for distribution purposes. For greater certainty, those Investors that agree with the Claim set forth in the Notice to Investors shall not be required to file a Proof of Claim with the Receiver.

8. **THIS COURT ORDERS** that all Investors that dispute the Claim set forth in a Notice to Investors shall be required to file a Proof of Claim with the Receiver on or before the Claims Bar Date. The Receiver will then either:

- (a) accept the Claim set out in the Proof of Claim in its entirety, for distribution purposes;
- (b) revise the amount of the Proof of Claim, for distribution purposes; or
- (c) disallow the Claim as set out in the Proof of Claim, for distribution purposes.

9. **THIS COURT ORDERS** that if the Receiver disputes the amount of the Claim set out in a Proof of Claim, the Receiver may:

- (a) attempt to consensually resolve such Claim; and/or
- (b) send a notice of revision or disallowance, in the form attached hereto as **Schedule “D”** (the “**Notice of Revision or Disallowance**”), as soon as is reasonably practicable in these proceedings.

10. **THIS COURT ORDERS** that if an Investor intends to dispute their Claim as set out in the Notice of Revision or Disallowance, the Investor shall:

- (a) notify the Receiver of the objection in writing (setting out the grounds for the objection) by registered mail, courier, facsimile or email (in PDF format) within fifteen (15) days of receipt of a Notice of Revision or Disallowance (the “**Objection**”); and

- (b) file a notice of motion with this Court for the determination of the Claim in dispute (the “**Notice of Motion**”), with a copy to be sent to the Receiver immediately after filing.

11. **THIS COURT ORDERS** that the Notice of Motion shall be:

- (a) supported by a sworn affidavit setting out the Investor’s basis for disputing the Notice of Revision or Disallowance; and
- (b) returnable within thirty (30) days of the date on which the Receiver received the Objection.

12. **THIS COURT ORDERS** that if an Investor fails to deliver the Objection and/or the Notice of Motion in accordance with paragraphs 10 and 11 herein, the Claim shall be deemed accepted at the amount set forth in the Notice of Revision or Disallowance and the Investor will:

- (a) where the entire Claim is disallowed:
 - (i) not be entitled to receive any distribution in these proceedings; and
 - (ii) be forever barred from making or enforcing any Claim in respect of the Syndicated Mortgage and that Claim will be forever extinguished;
- (b) where the Claim has been revised:
 - (i) only be entitled to receive a distribution in an amount proportional to the revised amount; and
 - (ii) be forever barred from making or enforcing any Claim in respect of the Syndicated Mortgage greater than the revised amount and the amount of the Claim reduced by the revision will be forever extinguished.

MISCELLANEOUS

13. **THIS COURT ORDERS** that the Receiver is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Claims and

Objections are completed and executed and may, if the Receiver is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of the Claims Process.

14. **THIS COURT ORDERS** that the Receiver is at liberty to apply to the Court for such further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

SCHEDULE "A"
Land Titles Instrument AT4464383

Properties

PIN 07617 - 0889 LT
Description LOTS 159, 160 & 161 PLAN 164 EXCEPT PART LOTS 160 & 161 PLAN 164, PART 2
66R28185; ETOBICOKE; TOGETHER WITH AN EASEMENT OVER PART LOTS 160 &
160 PLAN 164, PART 2 66R28185 AS IN AT4215400; SUBJECT TO AN EASEMENT IN
GROSS AS IN AT4264438; SUBJECT TO AN EASEMENT IN GROSS AS IN AT4274323;
CITY OF TORONTO
Address 327 ROYAL YORK ROAD
ETOBICOKE

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
AT3539503	2014 03 17	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name FLETCHER, JOHN PAUL
Address for Service 3355 Elsa Storry Ave., R.R.#1
Locust Hill, Ontario
LOH 1J0

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

Transferee(s)

Capacity

Share

Name FLETCHER, JOHN PAUL
Address for Service 3355 Elsa Storry Ave., R.R.#1
Locust Hill, Ontario
LOH 1J0

Statements

The chargee transfers the selected charge for \$400,000.00.
The chargee transfers 2.6666% from Gerardo Cervo & Joanna Imeneo to Abul Ahmed under J. Paul Fletcher of the selected charge.
Schedule: See Schedules
This document relates to registration no.(s)AT3539503.

Signed By

John Paul Fletcher	3355 Elsa Storry Ave., RR#1 Locust Hill LOH 1J0	acting for Transferor(s)	Signed	2017 01 19
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Tel 289-222-1962
Fax 905-239-6204

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

John Paul Fletcher	3355 Elsa Storry Ave., RR#1 Locust Hill LOH 1J0	acting for Transferee(s)	Signed	2017 01 19
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Tel 289-222-1962
Fax 905-239-6204

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

Submitted By

J. PAUL FLETCHER LLB, BARRISTER SOLICITOR NOTARY	3355 Elsa Storry Ave., RR#1 Locust Hill LOH 1J0			2017 01 19
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Tel 289-222-1962
Fax 905-239-6204

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

Fees/Taxes/Payment	
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Statutory Registration Fee	\$63.35
Total Paid	\$63.35

SCHEDULE OF CHARGE

WHEREAS:

1. a) The chargees hereby acknowledge that Olympia Trust Company holds this mortgage in trust for:

Registered Funds

Name:	Plan No.:	Amount:	Percentage:
Gleb Lisikh	121803	\$100,000.00	0.66667%
Balbir Bahadursingh	114620	\$30,000.00	0.20000%
Dipnarine Dookie	121458	\$49,700.00	0.33133%
Zoilenys Lopez	122075	\$25,000.00	0.16667%
Bhumeshwarie Carmichael	121095	\$59,700.00	0.39800%
Julian Carmichael	121094	\$45,200.00	0.30133%
Parminder Notay	122584	\$31,000.00	0.20667%
Godofredo Carelo	105068	\$12,750.00	0.08500%
Roger Avila Ricardo	122128	\$100,000.00	0.66667%
Roger Avila Ricardo	122129	\$30,500.00	0.20333%
Godofredo Carelo	121408	\$19,600.00	0.13067%
Irma Samuel	120618	\$35,000.00	0.23333%
Corazon Castillo	121092	\$17,450.00	0.11633%
Sukhdev Lotey	122426	\$50,000.00	0.33333%
Mahinder Lotey	122600	\$50,000.00	0.33333%
Ursula Dixon	122603	\$42,250.00	0.28167%
Brian Klein	115337	\$50,000.00	0.33333%
Maria Kajko	122585	\$43,100.00	0.28733%
Gillian Anderson	122669	\$30,260.00	0.20173%
David & Gabriella Cabral	122914	\$36,000.00	0.24000%
Pritpal Singh Lotey	122905	\$31,250.00	0.20833%
Misagh Mavaddat	123238	\$73,000.00	0.48667%
Leszek Stankiewicz	122991	\$30,900	0.20600%
Gurminder Singh Bassi	123532	\$30,000.00	0.20000%
Andrew R. Beal	123159	\$25,000	0.16667%
Eliza Martina Pasion	123187	\$25,200.00	0.16800%
Randy Barton	109552	\$21,200.00	0.14133%
Aleksander Kosalka	123554	\$39,500.00	0.26333%
Abdul Sultan Manji	123287	\$25,000.00	0.16667%
Andrew Krechkovsky	123669	\$27,400.00	0.18267%
Anna Sitarz	123979	\$30,700.00	0.20467%
Robin Ramesra	123524	\$25,000.00	0.16667%
Douglas Gray	89604	\$25,000.00	0.16667%
Douglas Kelly	117420	\$75,000.00	0.50000%
Ewa Miczynska	123955	\$50,000.00	0.33333%
Ralph S. Mohammed	123269	\$30,000.00	0.20000%
George Yee	124157	\$50,000.00	0.33333%
Dennis Gingell	121916	\$26,000.00	0.17333%
Doris Gingell	121911	\$29,000.00	0.19333%
Leithland L. Lyon	123856	\$54,600.00	0.36400%
Hulan Pierre	105105	\$79,500.00	0.53000%
Arnold Bondoc	123855	\$12,290.00	0.08193%
Barbara Walfisz	123984	\$49,875.00	0.33250%
Donna Kathryn Corrigan	124283	\$25,000.00	0.16667%
Janet Campbell	124850	\$25,000.00	0.16667%
Rod Dasilva	124635	\$31,000.00	0.20667%
Farhana H Haji	124826	\$25,000.00	0.16667%
Rosemary Emenim	123980	\$9,700.00	0.06467%
Zygmunt Kulina	120714	\$120,000.00	0.80000%

Damiana Padilla	124280	\$59,185.00	0.39457%
Amarnath Binda	124359	\$149,500.00	0.99667%
John Caporuscio	123744	\$11,300.00	0.07533%
Penny Corriveau	123601	\$20,500.00	0.13667%
Marilyn Magat	123156	\$26,000.00	0.17333%
Giuseppe Desario	124786	\$50,150.00	0.33433%
Stephen Riley	124689	\$70,000.00	0.46667%
Sabina Taylor	116655	\$25,000.00	0.16667%
Vito Landolfi	123531	\$19,475.00	0.12983%
Arnold Bondoc	124931	\$24,850.00	0.16567%
Zman Istephan	123768	\$23,700.00	0.15800%
Damiani Padilla	124691	\$39,700.00	0.26467%
Salim Amiri	113123	\$25,000.00	0.16667%
Gabriele Faraone	124525	\$24,949.00	0.16633%
Charanjit Singh	125157	\$23,175.00	0.15450%
Bozena Miechowicz	125238	\$31,000.00	0.20667%
Suzy De Aguilar	125070	\$24,150.00	0.16100%
Vincenzo Landolfi	125090	\$46,970.00	0.31313%
Randall Kerman	125161	\$221,900.00	1.47933%
Amarnath Binda	124358	\$96,200.00	0.64133%
Dave Martino	103876	\$13,000.00	0.08667%
Rudi Lotze	125385	\$121,900.00	0.81267%
Teresa Lotze	125388	\$24,680.00	0.16453%
Ardythe Bond	125030	\$42,200.00	0.28133%
John Caporuscio	109554	\$19,400.00	0.12933%
Susan Carre	124993	\$18,100.00	0.12067%
Genalyn Galang	124416	\$27,650.00	0.18433%
Glen Hawkins	124927	\$24,850.00	0.16567%
Richard Karl Maas	123529	\$25,680.00	0.17120%
Carolyn Joanne Nixon	123234	\$25,000.00	0.16667%
Catherine Zalot	104578	\$15,370.00	0.10247%
Catherine Zalot	126637	\$11,030.00	0.07353%
Brenda Elligson	125677	\$124,600.00	0.83067%
Adelaide Cabral	121366	\$40,800.00	0.27200%
Hulan Pierre	124523	\$54,032.14	0.36021%
Colleen Reesor	105527	\$20,000.00	0.13333%
Elzbieta Usnarska	127382	\$31,000.00	0.20667%
Krystyna Mlodzianowska	127380	\$25,000.00	0.16667%
Piotr Cien	127383	\$31,000.00	0.20667%
Rebecca Walters	113146	\$28,000.00	0.18667%
Ewa Korus	127641	\$31,000.00	0.20667%
Roman Korus	127640	\$31,000.00	0.20667%
Gwen McCallum	127937	\$221,500.00	1.47667%
Rita Caporuscio	114106	\$29,000.00	0.19333%
John Caporuscio	127810	\$31,000.00	0.20667%
Harry Thompson	127420	\$27,000.00	0.18000%
Jennifer Ricci	128055	\$30,000.00	0.20000%
Handell Buchanan	128542	\$30,000.00	0.20000%
Dennis Gingell	128610	\$25,000.00	0.16667%
Robert Shepherd	130056	\$52,300.00	0.34867%
Doris Gingell	129754	\$24,700.00	0.16467%
Anthony Gabriel Lados	131346	\$74,802.25	0.49868%
Angela Margaret Lados	131347	\$74,802.25	0.49868%
Miriam Karbin-Katan	132330	\$25,000.00	0.16667%
Total:		\$4,401,725.64	29.3449%

- b) The chargees hereby acknowledge that J. Paul Fletcher holds this mortgage in trust for:

Non-Registered Funds

Name:	Amount:	Percentage:
Gerardo Martino	\$200,000.00	1.33333%
Tara Taylor	\$50,000.00	0.33333%
Margaret Dolan	\$25,000.00	0.16667%
Annapurna Sahi	\$30,000.00	0.20000%
Murray & Louise Nicholson	\$25,000.00	0.16667%
Luis Manuel Oliveira Freire & Maria de Fatima Freire	\$60,000.00	0.40000%
Joao Luis Raposo & Maria Filomena Raposo	\$50,000.00	0.33333%
Steve Samuel	\$20,000.00	0.13333%
Kelly Nezezon	\$100,000.00	0.66667%
Paul & Celeste Demelo	\$100,000.00	0.66667%
Dwayne Sadler	\$100,000.00	0.66667%
Alison Goncalves	\$30,790.00	0.20527%
2042825 Ontario Inc.	\$75,000.00	0.50000%
John Landolfi	\$50,000.00	0.33333%
Francesco Dicecca	\$50,000.00	0.33333%
Ikdeep Singh	\$50,000.00	0.33333%
PCGC Development Inc.	\$80,000.00	0.53333%
Xiaohong Yuan	\$25,000.00	0.16667%
Michael Manzo	\$25,000.00	0.16667%
Ryszard Moskalewicz	\$300,000.00	2.00000%
David R. Edwards	\$25,000.00	0.16667%
Vito Ierullo	\$50,000.00	0.33333%
Hui Li	\$25,000.00	0.16667%
Beverly Gust	\$44,000.00	0.29333%
2421358 Ontario Inc	\$569,000.00	3.79333%
Andrea Chetram	\$100,000.00	0.66667%
2083317 Ontario Ltd.	\$70,000.00	0.46667%
Stephen Riley	\$30,000.00	0.20000%
2370860 Ontario Inc.	\$300,000.00	2.00000%
Chiu-Ping Chang	\$50,000.00	0.33333%
Farhana H Haji	\$10,000.00	0.06667%
Glen Hawkins	\$25,000.00	0.16667%
Margaret Dolan	\$30,000.00	0.20000%
Francisco De Aguiar Reis & Maria Teresa Reis	\$50,000.00	0.33333%
Bogdan Sencio & Katarzyna Sencio.	\$100,000.00	0.66667%
Laurel Dalessandro	\$25,000.00	0.16667%
Mu Xu	\$100,000.00	0.66667%
Karim Tejani	\$25,000.00	0.16667%
Stanley Nieradka	\$65,000.00	0.43333%
Paul Maxwell & Jennifer Gallea	\$325,000.00	2.16667%
Ron Weick	\$25,000.00	0.16667%
Sheetal & Nilesh Shah	\$25,000.00	0.16667%
Gianna Quattrociocci	\$25,000.00	0.16667%
Nicolas Tsaconakos	\$150,000.00	1.00000%
Bozena Miechowicz	\$9,000.00	0.06000%
Diana Courtney	\$100,000.00	0.66667%
Dean Taseen	\$200,000.00	1.33333%
David Smith	\$32,000.00	0.21333%

Cheryl Brown		\$55,000.00	0.36667%
Wielogorski Jacek		\$25,000.00	0.16667%
Ashley M. Mascarenhas		\$25,000.00	0.16667%
Annunziata Ginocchi		\$30,000.00	0.20000%
Joao De Almeida		\$40,000.00	0.26667%
Hanif Hassanali Haji		\$25,000.00	0.16667%
Rudutch Farms Ltd.		\$25,000.00	0.16667%
Osmond Veterinary Professional Corporation		\$50,000.00	0.33333%
GAA Enterprises		\$95,000.00	0.63333%
Rita Caporuscio		\$190,000.00	1.26667%
FVM Holdings Inc.		\$100,000.00	0.66667%
Laurie Broostad		\$25,000.00	0.16667%
Wilf Rice		\$25,000.00	0.16667%
Alona Amurao		\$40,000.00	0.26667%
Manuel Mendes		\$50,000.00	0.33333%
Colin Sye		\$25,000.00	0.16667%
Pishoy Awadalla		\$25,000.00	0.16667%
Marina Awadalla		\$25,000.00	0.16667%
Betty Matheson		\$40,000.00	0.26667%
Bill Dolan		\$5,000.00	0.03333%
Mary Gomez		\$5,000.00	0.03333%
Abul Ahmed		\$400,000.00	2.66667%
J. Paul Fletcher		\$5,212,484.36	34.7499%
Total:		\$10,567,274.36	70.4486%

c) The chargees hereby acknowledge that Community Trust Company holds this mortgage in trust for:

Registered Funds

Name:	Plan No.:	Amount:	Percentage:
Krystyna Witalis	8200026	\$31,000.00	0.20667%
Total:		\$31,000.00	0.2067%

J. Paul Fletcher Sub-Total:	\$10,567,274.36	70.4486%
Olympia Trust Company Sub-Total:	\$4,401,725.64	29.3449%
Community Trust Company Sub-Total:	\$31,000.00	0.2067%
TOTAL:	\$15,000,000.00	100.00%

2. In construing this document, the words "Chargor" and "Chargee" and all personal pronouns shall be read as the number and gender of the party or parties referred to herein required and all necessary grammatical changes, as the context requires, shall be deemed to be made.

ADDITIONAL PROVISIONS

1. Default

In addition to any other Default Clauses set out in this Charge, or in the Standard Charge Terms referred to herein, the monies hereby secured, together with interest thereon as aforesaid, shall become payable and the security hereby constituted shall become enforceable immediately upon demand by the Chargee on the occurrence or happening or any of the following events (Event(s) or Default"):

- (a) the Chargor makes default in the payment of the principal, interest or other monies hereby secured on any principal or interest payment and other monies owed by it to the Chargee whether secured by this Charge or not;
- (b) the Chargor makes material default in the observance or performance of any written covenant or undertaking heretofore or hereafter given by it to the Chargee and such default has not been cured within fifteen (15) days of written notice thereof being delivered to the Chargor;
- (c) if any statement, information (oral or written) or representation; heretofore or hereafter made or given by or on behalf of the Chargor to the Chargee and pertaining to the assets or the financial condition of the Chargor, and whether contained herein or not is false, inaccurate and/or misleading in any material respect;
- (d) an order is made or an effective resolution passed for the winding-up, liquidation, amalgamation or reorganization of the Chargor, or a petition is filed for the winding up of the Chargor;
- (e) the Chargor becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or the Chargor makes a bulk sale of its assets; or a bankruptcy petition or receiving order is filed for the winding up of the Chargor;
- (f) any proceedings with respect the Chargor are commenced under the Companies' Creditors Arrangement Act;
- (g) the Chargor ceases or threatens to cease to carry on its business or the Chargor commits or threatens to commit any act of bankruptcy or insolvency;
- (h) the property hereby mortgaged and charged or any part thereof, other than sales of lots containing fully completed single family dwellings to bona fide purchasers for value, prior approved in writing by the Chargee, are sold b the Chargor or if there is a change in the present effective voting control of the Chargor or a change in the beneficial ownership of the Chargor or the assets or any one of them;
- (i) the monies secured hereby, together with interest thereon shall not be repaid to the Chargee on maturity;

2. Chargee May Remedy Default

If the Chargor should fail to perform and covenant or agreement of the Chargor hereunder, the Chargee may itself perform or cause to be performed such covenant or agreement and all expenses incurred or payments made by the Chargee in so doing, together with interest thereon at the rate set forth herein, shall be added to the indebtedness accrued herein and shall be paid by the Chargor and be secured by this Charge together with all other indebtedness secured thereby, provided however that the foregoing shall not in any way be interpreted as an obligation of the Chargee.

3. Construction Liens

Provided also that upon the registration of any construction lien against tile to the charged property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the Construction Lien Act, 1990, so as to secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be considered to make the Chargee an "owner" or "payer" as defined under the Construction Lien Act, 1990, nor shall there be, or be deemed to be, any obligation by the Chargee to obtain any holdback, which may be required by the said legislation. Any holdback, which may be required to be made by the owner or payer, shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Lien Act, 1990.

4. Environmental

(a) The following terms have the following meanings in this Section:

- (i) "Applicable Environmental Laws" means all federal, provincial, municipal and other laws, statutes, regulations, by-laws and codes and all international treaties and agreements, now or hereafter in existence, intended to protect the environment or relating to Hazardous Material (as hereinafter defined), including without limitations the *Environmental Act (Ontario)*, as amended from time to time (the "EPA"), and the *Canadian Environmental Protection Act*, as amended from time to time (the "CEPA"); and
- (ii) "Hazardous Material" means, collectively, any contaminants (as defined in the EPA), toxic substance (as defined in the CEPA), dangerous goods (as defined in the *Transportation of Dangerous Goods Act (Canada)*, as amended from time to time) or pollutants or any other substance which when released to the natural environment is likely to cause, at some immediate or future time, material harm to the natural environment or material risk to human health.

(b) The Chargor hereby represents and warrants that:

- (i) neither the Chargor nor, to its knowledge, after due enquiry, any other person, firm or corporation (including without limitation any tenant or previous tenant or occupant of the Lands or any part thereof) has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the lands;
- (ii) the business and assets of the Chargor are in compliance with all Applicable Environmental Laws;
- (iii) no control order, stop order, minister's order, preventative order or other enforcement action has been threatened or issued or is pending by any governmental agency in respect of the Lands and Applicable Environmental Laws; and
- (iv) the Chargor has not received notice nor has any knowledge of any action or proceeding, threatened or pending, relating to the existence in, or under the Lands or on the property adjoining the Lands of, or the spilling, discharge or emission on

or from the Lands or any such adjoining property of, any Hazardous Material.

(c) The Chargor covenants that:

- (i) the Chargor will not cause or knowingly permit to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of any Hazardous Material at, upon, under, into or within the Lands or any contiguous real estate or any body or water on or flowing through or contiguous to the Lands;
- (ii) the Chargor shall, and shall cause any person permitted by the Chargor to use or occupy the Lands or any part thereof, to continue to operate its business and assets located on the Lands in compliance with the Applicable Environmental Laws and shall permit the Chargee to review and copy any records of the Chargor insofar as they relate to the Lands at any time and from time to time to ensure such compliance;
- (iii) the Chargor will not be involved in operation at or in the Lands which could lead to the imposition on the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable environmental Laws to stop discharging, shut down, clean up or decommission or the creation of a lien on the Lands under any of the Applicable Environmental Laws;
- (iv) the Chargor will not knowingly permit any tenant or occupant of the Lands to engage in any activity that could lead to the imposition of liability on such tenant or occupant or the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean up on decommission or the creation of a lien on the Lands under any Applicable Environmental Laws;
- (v) the Chargor shall strictly comply with the requirements of the Applicable Environmental Laws (including, but not limited to obtaining any permits, licenses or similar authorizations to construct, occupy, operate or use the Lands or any fixtures or equipment located thereon by reason of the Applicable Environmental Laws) and shall notify the Chargee promptly in the event of any spill or location of Hazardous Material upon the Lands, and shall promptly forward to the Chargee copies of all notices, permits, applications or other communications and reports in connection with any spill or other matters relating to the Applicable Environmental Laws, as they may affect the Lands;
- (vi) the Chargor shall remove any Hazardous material (or if removal is prohibited by law, to take whichever action is required by law) promptly upon discovery as its sole expense;
- (vii) the Chargor will not install on the Lands, nor knowingly permit to be installed on the Lands, asbestos or any substance containing asbestos deemed hazardous by any Applicable Environment Law; and
- (viii) the Chargor will at its own expense carry out such investigations and tests as the Chargee may reasonably require from time to time in connection with environmental matters.

- (d) The Chargor hereby indemnifies and holds harmless the Chargee, its officers, directors, employees, agents, shareholders and any receiver or receiver and manager appointed by or on the application of the Chargee (the "Indemnified Persons") from and against and shall reimburse the Chargee for any and all losses, liabilities, claims, damages, costs and expenses, including legal fees and disbursements, suffered, incurred by or assessed against any of the Indemnified Persons whether as holder of the within Charge, as mortgagee in possession, a successor in interest to the Chargor as owner of the Lands by virtue of foreclosure or acceptance of a deed in lieu of foreclosure or otherwise:
- (i) under or an account of the Applicable Environmental Laws, including the assertion or any lien thereunder;
 - (ii) for, with respect to, or as a result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into or upon and land, the atmosphere, or any watercourse, body or water of wetland, or any Hazardous Material where a source of the Hazardous Material is the Lands including, without limitation:
 - a. the costs of defending and/or counterclaiming or claiming over against third parties in respect or any action or matter; and
 - b. any costs, liability or damage arising out of a settlement of any action entered into by the Chargee;
 - (iii) in complying with or otherwise in connection with any order, consent, decree, settlement, judgement or verdict arising from the deposit, storage, disposal, burial, dumping, injection, spilling, leaking or other placement or release in on or from the Lands of any Hazardous Material (including without limitation any order under the Applicable Environmental Laws to clean up, decommission or pay for any clean up or decommissioning), whether or not such deposit, storage, disposal, burial, dumping, injection, spilling, leaking or other placement or release in, on or from the Lands or any Hazardous Material:
 - a. resulted by, through or under the Chargor; or
 - b. occurred with the Chargor's knowledge and consent, or
 - c. occurred before or after the date of this Charge, whether with or without the Chargor's knowledge.

The provisions of this paragraph shall survive foreclosure of this Charge and satisfaction and release of this Charge and satisfaction and repayment of the amount secured hereunder. Any accounts for which the Chargor shall become liable to the Chargee under this paragraph shall, if paid by the Indemnified Person, bear interest from the date of payment at the interest rate stipulated herein and together with such interest shall be secured hereunder.

- (e) In the event of any spill of Hazardous Material affecting the Lands, whether or not the same originated from the Lands, or if the Chargor fails to comply with any of the requirements of the Applicable Environmental Laws, the Chargee may at its election, but without the obligation so to do, give such and cause such work to be performed at

the Lands and take any and all other actions as the Chargee shall deem necessary or advisable in order to remedy said spill or Hazardous Material or cure said failure of compliance and say amounts paid as a result thereof, together with interest therein at the interest rate stipulated herein from the date of payment by the Chargee shall be immediately due and payable by the Chargor and until paid shall be added to and become a part of the amount secured hereunder.

5. Letters of Credit

The parties hereto acknowledge and agree that this Charge shall also secure payment by the Chargor to the Chargee of all amounts advanced by the Chargee pursuant to or by way of issuance or any letters of credit, renewals thereof, substitutions therefore and accretions thereto or pursuant to similar instruments issued at the Chargor's request or on its behalf and issued by the Chargee or on behalf of or at the request of or upon the credit of the Chargee and the total amount of such letters of credit shall be decreed to have been advanced and fully secured by this Charge from the date of the issuance of such letters of credit, regardless of when or whether such letters of credit are called upon by the holder(s) thereof. IN the even of the enforcement or exercise by the Chargee or any of the remedies or rights provided for in this Charge, the Chargee shall be entitled to retain and shall not be liable to pay or account to the Chargor or any other party in respect of the full amount of any outstanding letters of credit from the proceeds of such enforcement or exercise until such time as the letters of credit have expired, have been cancelled and have been amended to the Lender or the issuer(s) thereof.

6. Appointment of a Receiver

NOTWITHSTANDING anything herein contained, it is declared and agreed that at any time, and from time to time, when there shall be default under the provisions of these presents, the Chargee may at such time, and from time to time, and with or without entering into possession of the Charged Property appoint in writing a receiver (the "Receiver" which term shall include a receiver/manager) of the Charged Property, or any part thereof, and of the rents and profits thereof and with or without security and may from time to time by similar writing remove any such Receiver and appoint another in its place and stead, and in the making of any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. The Chargor hereby agrees and consents to the appointment of the Receiver of the Chargee's choice and without limitation, whether pursuant to this Charge, the Mortgages Act, the Construction Lien Act or pursuant to the Courts of Justice Act (as the Chargee may at its sole option require). Without limitation, the purpose of such appointment shall be the orderly management, administration and/or sale of the Charged Property and every part thereof.

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

- (i) a statutory declaration of an officer of the Chargee as to default under the provisions of these presents shall be conclusive evidence thereof;
- (ii) every such Receiver shall be the irrevocable agent or attorney of the Chargor for the collection of all rents falling due with respect to the Charged Property, and every part thereof, whether in respect of any tenancies created in priority to these presents or subsequent thereto;

- (iii) the Chargee may from time to time fix the remuneration of every such Receiver who shall be entitled to deduct same out of the Charged Property or the proceeds thereof;
- (iv) each such Receiver shall, so far as concerns responsibility and liability for its acts or omissions, be deemed to be the agent or attorney of the Chargor and in no event the agent of the Chargee;
- (v) the appointment of every such Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver in any respect and such appointment or anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such Receivership shall not have the affect of constituting the Chargee a charge in possession with respect to the Charged Property or any part thereof;
- (vi) the Receiver shall have the power to rent any portion of the Charged Property for such terms and subject to such provisions as it may deem advisable or expedient and in so doing such Receiver shall be acting as the attorney or agent of the Chargor and shall have the authority to execute any lease of any such premises in the name and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever acts such Receiver may do in the Charged Property;
- (vii) every such Receiver shall have full power to complete any unfinished construction upon the Charged Property;
- (viii) any such Receiver shall have full power to carry on or concur in the carrying on of the business of the Chargor, and to employ and discharge such agents, workmen, accountant and other individuals or companies as are required to carry on the said business, upon such terms and with such salaries, wages or remuneration as it shall think proper, and to repair and keep in repair the Charged Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the Charged Property.
- (ix) Any such Receiver shall have the power to sell or lease or concur in selling or leasing the Charged Property, or any part thereof, any to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise, and any such sale may be made either a public auction or private sale as to the Receiver may seem best and any such sale may be made from time to time as to the whole or any part of the Charged Property; and the Receiver may make any stipulations as to title or conveyance or commencement of title or otherwise as it shall deem proper;
- (x) Any such Receiver shall have the power to borrow money to carry on the business of the Chargor or to maintain the whole or any part of the Charged Property, in such amounts as the Receiver may from time to time deem necessary as in so doing, the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Charged Property in priority to his Charge;

- (xi) Any such Receiver shall have the power to execute and prosecute all suits, proceedings and actions which the Receiver in its opinion considers necessary for the proper protection of this Charged Property, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (xii) Any such Receiver shall not be liable to the Chargor to account for moneys or damages other than cash received by it with respect to the Charged Property or any part thereof and out of such cash so received every such Receiver shall pay in the following order:
 - (a) its remuneration;
 - (b) all payments made or incurred by the Receiver in connection with the management, operation, amendment, repair, alteration or extension of the Charged Property or any part thereof.
 - (c) In payment of interest, principal and other money which may from time to time be or become a charge upon the Charged Property in priority to moneys owing hereunder and all taxes, insurance premiums and every other proper expenditure made or incurred by it with respect to the Charged Property or any part thereof;
 - (d) In payment of all interest and arrears of interest and any other monies remaining unpaid hereunder;
 - (e) The residue of any money so received by the Receiver shall be applied to the principal sum or any other amounts from time to time owing under this Charge;
 - (f) Subject to subparagraph (e) above, in the discretion of the Receiver, interest, principal and other monies which may from time to time constitute a charge or encumbrance on the Charged Property subsequent in priority or subordinate to the interest of the Chargee under this Charge;

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

PROVIDED that save as to monies payable to the Chargor pursuant to subparagraph (xii) of this Paragraph, this Chargor hereby releases and discharges the Chargee and every such Receiver from every claim of every nature, whether sounding in damages for negligence or trespass or otherwise, which may arise or be caused to the Chargor or any person claiming through or under it by reason or as a result of anything done by the Chargee or any such Receiver under the provisions of this Paragraph, unless such claim be the direct and proximate result of bad faith or gross neglect.

The Chargor hereby irrevocably appoints the Chargee as its attorney to execute such consent or consents and all such documents as may be required

in the sole discretion of the Chargee and/or its solicitor so as to give affect to the foregoing provisions and the signature of such attorney shall be valid and binding on the Chargor and all parties dealing with the Chargor, the Chargee and/or Receiver and/or with respect to the Charged Property in the same manner as if such documentation was duly executed by the Chargor itself.

7. Miscellaneous

The Chargor agrees as follows:

- (a) to maintain the project in good repair and in a state of good operating efficiency;
- (b) to pay taxes, utilities and other operating and maintenance costs and provide evidence thereof to the Chargee;
- (c) to perform all governmental requirements and obligations as required;
- (d) to deliver to the Chargee all reasonable financial information deemed necessary by the Chargee, when requested;
- (e) to provide or comply with such other covenants and terms as the Chargee may reasonably require.

8. Open for Pre-payment

Provided the Chargor is not in default, the Chargor shall have the privilege to prepay the balance outstanding at any time or times without notice or bonus.

9. Postponement Clause

The Chargee(s) hereby agree(s) that their interests shall postpone and stand still to any prior charge(s), to a maximum of \$10,000,000.00.

SCHEDULE "B"
Notice to Investors

Notice to Investors

TO: (Insert Investor Contact Information)

RE: Notice to Syndicated Mortgage Investors in the *On The Go Mimico* Condominium Project

On February 24, 2017, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) appointed BDO Canada Limited as receiver and manager (the “**Receiver**”) of all the assets, undertakings and properties of Terrasan 327 Royal York Rd. Limited (“**Terrasan**”), including the lands municipally known as 327 Royal York Road, Toronto, Ontario (the “**Lands**”), whereupon Terrasan was to develop the condominium project known as “*On The Go Mimico*” (the “**Project**”).

On July 15, 2019, the Court granted a further order, prescribing the process by which the identity and status of all claims of investors in a syndicated mortgage held in the names of Olympia Trust Company, John Fletcher and Community Trust Company, and registered against title to the Lands, will be established for the purposes of the receivership proceedings and distributions (the “**Syndicated Mortgage Claims Procedure Order**”). A copy of the Syndicated Mortgage Claims Procedure Order may be accessed online at <http://www.extranets.bdo.ca/terrasan/courtdocs.cfm>.

Capitalized terms not defined herein shall have the meaning given to those terms in the Syndicated Mortgage Claims Procedure Order.

Pursuant to paragraph 6 of the Syndicated Mortgage Claims Procedure Order, the Receiver has identified you, to have a specific claim in the Syndicated Mortgage in the amount of \$_____, for distribution purposes.

In the event that you agree with the Receiver’s assessment of your claim, you need not take any further action and will receive a distribution in an amount proportional to your claim as assessed by the Receiver. If you wish to dispute the Receiver’s assessment of your claim, you must take the steps outlined below.

The Syndicated Mortgage Claims Process Order provides that if an investor disagrees with the assessment of its claim set out in the Notice to Investors, the investor must complete and return to the Receiver a Proof of Claim advancing a claim in a different amount, supported by appropriate documentation. A blank Proof of Claim form is enclosed. The Receiver must receive the completed Proof of Claim by **August 30, 2019**. If the Receiver does not receive the Proof of Claim by that date, the amount of such investor’s claim will be, subject to further order of the Court, conclusively deemed to be as shown in this Notice to Investors.

Where an investor sends a Proof of Claim to the Receiver, the Receiver will review the Proof of Claim and, as soon as reasonably practicable, provide to the investor a response in writing by registered mail, courier service, facsimile or email as to whether the claim set out in the Proof of Claim is accepted, disputed in whole, or disputed in part. Where the claim is disputed in whole or in part, the Receiver will issue a Notice of Revision or Disallowance indicating the reasons for the dispute.

The Syndicated Mortgage Claims Process Order further provides that where an investor objects to a Notice of Revision or Disallowance, the investor must notify the Receiver of the objection in writing by registered mail, courier service, facsimile or email within fifteen (15) days of receipt of the Notice of Revision or Disallowance. The Receiver's contact information is below:

BDO Canada Limited, Court appointed receiver of Terrasan
20 Wellington Street East, Suite 500, Toronto, Ontario M5E 1C5,
Attention: Tony Montesano
Fax No.: 416-865-0904
Email: onthegomimico@bdo.ca

The investor shall immediately thereafter serve on the Receiver, a Notice of Motion, filed at the Court and made returnable within thirty (30) days after the investor gave its notice of objection, for the determination of the claim in dispute. The Notice of Motion is to be supported by a sworn affidavit setting out the reasons for the dispute.

If you have any questions or concerns, please do not hesitate to contact the Receiver, attention: Tony Montesano at 1-416-775-7821.

SCHEDULE "C"

Proof of Claim Against Terrasan 327 Royal York Rd. Limited

PROOF OF CLAIM AGAINST TERRASAN 327 ROYAL YORK RD. LIMITED
(hereinafter referred to as the "Debtor")

Please read the enclosed Notice to Investors carefully prior to completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Syndicated Mortgage Claims Process Order dated July 15, 2019.

A. Particulars of Investor

1. Full Legal Name of Investor: _____ (the "**Investor**") (*Full legal name should be the name of the original Investor, regardless of whether an assignment of a Claim has been made.*)

2. Full Mailing Address of the Investor (*the original Investor, not the Assignee*):

3. Telephone Number: _____

Facsimile Number: _____

Attention (Contact Person): _____

4. Has the Claim been sold, transferred or assigned by the Investor to another party?

Yes:

No:

B. Particulars of Assignee(s) (If any):

1. Full Legal Name of Assignee(s): _____ (*If a portion of the Claim has been assigned, insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information.*)

2. Full Mailing Address of Assignee(s): _____

3. Telephone Number of Assignee(s): _____

4. Facsimile Number of Assignee(s): _____

5. Attention (Contact Person): _____

C. Proof of Claim:

I, _____ (*name of individual Investor or Representative of Corporate Investor*), of _____ (*City, Province or State*) do hereby certify:

- (a) that I
 [] am the Investor; OR
 [] am _____ (*state position or title*) of _____ (*name of Corporate Investor*)
- (b) that I have knowledge of all the circumstances connected with the Claim referred to below;
- (c) the Investor asserts its Claim against the Debtor in respect of the Syndicated Mortgage;
- (d) The amount of the Investor’s Claim in the Syndicated Mortgage is
 \$ _____

D. Particulars of Claim:

Other than as already set out herein, the particulars of the Claim is attached.

(Provide all particulars of the investment and supporting documentation, including the amount of the investment, description of transaction(s) or agreement(s) relating to the investment, copies of investment agreements, account or mortgage statements, cheques, receipts, etc.)

E. Filing of Claims:

The Receiver must receive this Proof of Claim before 5:00 p.m. (Eastern Standard Time) on August 30, 2019 (the “**Claims Bar Date**”).

FAILURE TO FILE YOUR PROOF OF CLAIM ON OR BEFORE THE CLAIMS BAR DATE WILL RESULT IN YOUR CLAIM BEING BARRED AND EXTINGUISHED FOREVER, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST THE DEBTOR IN RESPECT OF THE SYNDICATED MORTGAGE.

This Proof of Claim must be delivered to the Receiver by registered mail, personal delivery, email (in PDF format), courier or facsimile at the following addresses:

The Receiver:

BDO Canada Limited, Court appointed receiver of Terrasan
20 Wellington Street East, Suite 500, Toronto, Ontario M5E 1C5,
Attention: Tony Montesano
Fax No.: 416-865-0904
Email: onthegomimico@bdo.ca

DATE:

NAME OF INVESTOR:

Witness Signature

Per:

Name:

Title:

(Please Print)

SCHEDULE "D"
Notice of Revision or Disallowance

Notice of Revision or Disallowance

TO: _____ (the "**Investor**")

DATE:

PROOF OF CLAIM NO.

IN THE MATTER OF THE RECEIVERSHIP OF TERRASAN 327 ROYAL YORK RD. LIMITED ("TERRASAN")

Take notice that BDO Canada Limited, in its capacity as court-appointed receiver of Terrasan (the "**Receiver**") has reviewed the Proof of Claim in respect of the above-named Investor, and has assessed the Proof of Claim in accordance with the order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued on July 15, 2019 (the "**Syndicated Mortgage Claims Procedure Order**").

All capitalized terms not defined herein have the meaning given to such terms in the Syndicated Mortgage Claims Procedure Order.

The Receiver has reviewed your Proof of Claim in accordance with the Syndicated Claims Procedure Order, and the Receiver has revised or disallowed your Proof of Claim, for the following reason(s):

Subject to further dispute by you in accordance with the Syndicated Mortgage Claims Procedure Order, your Proof of Claim will be allowed as follows:

Name of Investor	Claim Amount per Notice to Investors	Revised Amount
	\$	\$

IF YOU WISH TO DISPUTE THE REVISION OR DISALLOWANCE OF YOUR CLAIM AS SET FORTH HEREIN YOU MUST TAKE THE STEPS OUTLINED BELOW

The Syndicated Mortgage Claims Procedure Order provides that if you disagree with the revision or disallowance of your claim as set forth herein, you must:

1. notify the Receiver of the objection in writing (setting out the grounds for the objection) by registered mail, courier, facsimile or email (in PDF format) within fifteen (15) days of receipt of the Notice of Revision or Disallowance (the “**Objection**”); and
2. file a notice of motion with the Court, with copies to be sent to the Receiver immediately after filing, with such motion to be:
 - i. supported by a sworn affidavit setting out the basis for disputing this Notice of Revision or Disallowance; and
 - ii. made returnable within thirty (30) calendar days of the date on which the Receiver receives your Objection.

If you do not dispute the revision or disallowance of your Proof of Claim in accordance with the above instructions and the Syndicated Mortgage Claims Procedure Order, the amount of your Claim will deemed to be accepted, and the Claim shall be determined to be as set out in this Notice of Revision or Disallowance.

If you have any questions or concerns regarding the above claims procedure, please contact the Receiver directly.

DATED the ____ day of _____, 2019

BDO CANADA LIMITED, in its capacity as
Receiver of Terrasan 327 Royal York Rd. Limited.

Per: _____

CENTURION MORTGAGE CAPITAL CORPORATION

- and -

TERRASAN 327 ROYAL YORK RD. LIMITED

Applicant

Respondent

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

PROCEEDING COMMENCED AT TORONTO

**SYNDICATED MORTGAGE CLAIMS
PROCEDURE ORDER**

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Robert J. Kennedy (LSO #474070)
Tel: (416) 367-6756
Fax: (416) 863-4592
robert.kennedy@dentons.com

Mark A. Freake (LSO #63656H)
Tel: (416) 863-4456
mark.freake@dentons.com

Lawyers for the Receiver

CENTURION MORTGAGE CAPITAL CORPORATION

- and -

TERRASAN 327 ROYAL YORK RD. LIMITED

Applicant

Respondent

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

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD
(returnable July 15, 2019)**

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario M5K 0A1

Robert Kennedy (LSO #474070)
Tel: (416) 367-6756
Fax: (416) 863-4592
robert.kennedy@dentons.com

Mark Freake (LSO # 63656H)
Tel: (416) 863-4456
mark.freake@dentons.com

Lawyers for the Receiver