

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

*In the matter of Sections 97 and 100 of the Courts of Justice Act, R.S.O. 1990 c. C.43,
as amended*

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

**FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD (2015) INC.
and FERNBROOK HOMES (BROOKDALE) LIMITED**

Respondents

**APPLICATION RECORD
(Returnable on October 18, 2018)**

September 21, 2018

THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, Ontario M5K 1K7
Fax: (416) 304-1313

D.J. Miller (LSUC# 34393P)
Tel: (416) 304-0559
Email: djmiller@tgf.ca

Leanne M. Williams (LSUC# 41877E)
Tel: (416) 304-0060
Email: lwilliams@tgf.ca

Lawyers for the Applicant,
Firm Capital Mortgage Fund Inc.

TO: THIS HONOURABLE COURT

AND TO: THE ATTACHED SERVICE LIST

AMENDED SERVICE LIST
(as at September 21, 2018)

TO:	<p>THORNTON GROUT FINNIGAN LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, Ontario M5K 1K7 Fax: (416) 304-1313</p> <p>D.J. Miller Tel: (416) 304-0559 Email: djmiller@tgf.ca</p> <p>Leanne M. Williams Tel: (416) 304-0060 Email: lwilliams@tgf.ca</p> <p>Lawyers for the Applicant, Firm Capital Mortgage Fund Inc.</p>
AND TO:	<p>OWENS, WRIGHT LLP 20 Holly Street, Suite 300 Toronto, Ontario M4S 3B1 Fax: (416) 486-3309</p> <p>Randy H. Lebow Tel: (416) 848-4707 Email: rlebow@owenswright.com</p> <p>Real estate counsel for the Applicant</p>
AND TO:	<p>RSM CANADA LIMITED Collins Barrow Place 11 King Street West, Suite 700 Toronto, Ontario M5H 4C7 Fax: (416) 480-2646</p> <p>Bryan A. Tannenbaum Tel: (416) 238-5055 Email: bryan.tannenbaum@rsmcanada.com</p> <p>Arif Dhanani Tel: (647) 725-0183 Email: arif.dhanani@rsmcanada.com</p> <p>Privately-appointed Receiver of the Respondents</p>

AND TO:	<p>MEYER, WASSENAAR & BANACH, LLP Barristers & Solicitors 5001 Yonge Street, Suite 301 North York, Ontario M2N 6P6 Fax: (416) 223-9405</p> <p>Joseph Fried Tel: (416) 223-9191 (ext. 230) Email: jfried@mwb.ca</p> <p>Lawyers for RSM Canada Limited, in its capacity as Receiver</p>
AND TO:	<p>BORDEN LADNER GERVAIS LLP Bay Adelaide Centre, East Tower 22 Adelaide St. West Toronto, Ontario M5H 4E3 Fax: (416) 367-6749</p> <p>Roger Jaipargas Tel: (416) 367-6266 Email: rjaipargas@blg.com</p> <p>Xue Yan Tel: (416) 367-6322 Email: xyan@blg.com</p> <p>Lawyers for the Purchaser, Empire (Water Wave) Inc.</p>
AND TO:	<p>ROBINS APPLEBY LLP 2600-120 Adelaide Street W. Toronto, Ontario M5H 1T1 Fax: (416) 868-0306</p> <p>David A. Taub Tel: (416) 360-3354 Email: dtaub@robapp.com</p> <p>John Fox Tel: (416) 360-3349 Email: jfox@robapp.com</p> <p>Lawyers for the Respondents, Fortress Brookdale Inc. and Fortress Avenue Road (2015) Inc.</p>

AND TO:	<p>MILLER THOMSON LLP 100 New Park Place Suite 700 Vaughan, Ontario L4K 0H9</p> <p>Enzo Di Iorio Tel: (905) 532-6613 Email: ediorio@millerthomson.com</p> <p>Riccardo Del Vecchio Tel: (905) 532-6617 Email: rdelvecchio@millerthomson.com</p> <p>GOLDMAN, SPRINGS, KICHLER & SANDERS LLP 40 Sheppard Avenue West Suite 700 Toronto, Ontario M2N 6K9 Fax: (416) 225-4805</p> <p>Sheldon Spring Tel: (416) 225-9400 ext. 303 Email: sspring@goldmanspring.com</p> <p>Ari Reichman Tel: (416) 225-9400 ext. 342 Email: ari@goldmanspring.com</p> <p>Lawyers for the Respondent, Fernbrook Homes (Brookdale) Limited</p>
AND TO:	<p>CORSIANOS LEE Barrister and Solicitor 3800 Steeles Avenue West Suite 203W Vaughan, Ontario L4L 4G9</p> <p>George Corsianos Tel: (905) 370-1092 Fax: (905) 370-1095 Email: gcorsianos@cl-law.ca</p> <p>Lawyers for Quincy Investments Limited, 969692 Ontario Limited, 969593 Ontario Limited, 2307271 Ontario Inc., Sasso Auto Consulting Inc., Angelo Grossi, David Mark Doubilet, Gus Stamatiou, Robert Di Matteo and Tonino Amendola</p>

AND TO:	<p>AGUECI & CALABRETTA Barristers & Solicitors 5700 Yonge Street, Suite 1110 Toronto, Ontario M2M 4K2</p> <p>James M. Butson Tel: (416) 250-5700 x 215 Fax: (416) 250-5797 Email: james.butson@aclaw.ca</p> <p>Lawyers for Jaekel Capital Inc.</p>
AND TO:	<p>OSLER, HOSKIN & HARCOURT LLP 100 King Street West 1 First Canadian Place Suite 6200, P.O. Box 50 Toronto, Ontario M5X 1B8 Fax: (416) 862-6666</p> <p>Michael De Lellis Tel: (416) 862-5997 Email: mdelellis@osler.com</p> <p>Patrick Riesterer Tel: (416) 862-5947 Email: priesterer@osler.com</p> <p>Lawyers for FAAN Mortgage Administrators Inc., as Administrators for BDMC</p>
AND TO:	<p>DLA PIPER (CANADA) LLP 1 First Canadian Place 100 King Street West, Suite 6000 PO Box 367 Toronto, Ontario M5X 1E2</p> <p>Derek J. Bell Tel: (416) 369-7960 Email: derek.bell@dlapiper.com</p> <p>Danny M. Nunes Tel: (416) 365-3421 Email: danny.nunes@dlapiper.com</p> <p>Lawyers for Computershare Trust Company of Canada, in its capacity as trustee pursuant to a trust indenture</p>

AND TO:	<p>COMPUTERSHARE TRUST COMPANY OF CANADA 100 University Avenue Toronto, Ontario M5J 2Y1</p> <p>David Kerr Tel: (416) 213-9692 Email: david.kerr@computershare.com</p>
AND TO:	<p>AVIVA INSURANCE COMPANY OF CANADA 600 Cochrane Dr. Suite 205 Markham, Ontario L3R 5K3</p> <p>Lianne B. Furlong (AVP, National Managing Counsel) Aviva Canada Inc. 100 King St. W., Suite 4800 Toronto, Ontario M5X 2A2 Tel: (647) 788-7004 Fax: (416) 363-5386 Email: lianne.furlong@aviva.com</p> <p>Catherine Koch (Matter Management Counsel) Aviva Canada Inc. 100 King St. W., Suite 4800 Toronto, Ontario M5X 2A2 Tel: (647) 788-7014 Fax: (416) 363-5386 Email: catherine.koch@aviva.com</p>
AND TO:	<p>TORYS LLP 79 Wellington Street West Suite 3000 Toronto, Ontario M5K 1 N2 Fax: (416) 865-7380</p> <p>Adam Slavens Tel: (416) 865-7333 Email: aslavens@torys.com</p> <p>Lawyers for Tarion Warranty Corporation</p>

AND TO:	<p>TARION WARRANTY CORPORATION 5160 Yonge St., 12th Floor Toronto, Ontario M2N 6L9</p> <p>Danielle M. Peck (Senior Counsel) Tel: (416) 229-3864 Fax: (416) 229-3845 Email: danielle.peck@tarion.com</p> <p>Timothy P. Schumacher (Vice-President & General Counsel) Tel: (416) 229-3874 Fax: (416) 229-3278 Email: tim.schumacher@tarion.com</p>
AND TO:	<p>OLYMPIA TRUST COMPANY 2200, 125-9th Avenue SE Calgary, Alberta T2G 0P6</p> <p>Jonathan Bahnuik (General Counsel) Tel: (403) 668-8365 Fax: (403) 265-1455 Email: bahnuikj@olympiatrust.com</p>
AND TO:	<p>FASKEN MARTINEAU DUMOULIN LLP Bay Adelaide Centre 333 Bay Street, Suite 2400 P.O. Box 20 Toronto, Ontario M5H 2T6 Fax: (416) 364-7813</p> <p>Jonathan F. Lancaster Tel: (416) 865-4479 Email: jlancaster@fasken.com</p> <p>Lawyers for Fiera Capital Corporation</p>

AND TO:	<p>CITY OF TORONTO Legal Services 26th Floor, Metro Hall Stn. 1260, 55 John Street Toronto, Ontario M5V 3C6 Fax: (416) 397-5624</p> <p>Amanda S. Hill Tel: (416) 338-5790 Email: ahill@toronto.ca</p> <p>Christopher J. Henderson Tel: (416) 397-5624 Email: Christopher.Henderson@toronto.ca</p>
AND TO:	<p>AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, Ontario M5J 2T9 Fax: (416) 863-1515</p> <p>Courtney V. Raphael Tel: (416) 865-3088 Email: craphael@airdberlis.com</p> <p>Danielle Muise Tel: (416) 865-3963 Email: dmuise@airdberlis.com</p> <p>Lawyers for the Lien Claimant, Summit Concrete & Drain Ltd.</p>
AND TO:	<p>AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, Ontario M5J 2T9 Fax: (416) 863-1515</p> <p>Courtney V. Raphael Tel: (416) 865-3088 Email: craphael@airdberlis.com</p> <p>Danielle Muise Tel: (416) 865-3963 Email: dmuise@airdberlis.com</p> <p>Lawyers for the Lien Claimant, Summit Forming Ltd.</p>

AND TO:	<p>BIANCHI PRESTA LLP 9100 Jane Street 3rd Floor, Building A Vaughan, Ontario L4K 0A4 Fax: (905) 738-0528</p> <p>Domenic C.S. Presta Tel: (905) 738-1078 ext. 2223 Email: dpresta@bianchipresta.com</p> <p>Lawyers for the Lien Claimant, D. Zentil Mechanical Inc.</p>
AND TO:	<p>BARRY S. GREENBERG 7626A Yonge Street Thornhill, Ontario L4J 1V9</p> <p>Tel: (905) 886-9535 Fax: (905) 886-9540 Email: bsgreenberg@rogers.com</p> <p>Lawyer for the Lien Claimant, Atlas Dewatering Corporation</p>
AND TO:	<p>GLAHOLT LLP 800-141 Adelaide Street West Toronto, Ontario M5H 3L5 Fax: (416) 368-3467</p> <p>John Margie Tel: (416) 368-8280 ext: 211 Fax: (416) 368-3467 Email: jmargie@glaholt.com</p> <p>Keith Bannon Tel: (416) 368-8280 Email: kbannon@glaholt.com</p> <p>Lawyers for the Lien Claimants, Innocon, a Partnership of Lafarge Canada Inc., Lehigh Hanson Materials Limited and Innocon Inc.</p>
AND TO:	<p>BEARD WINTER LLP 130 Adelaide Street West, 7th Floor Toronto, Ontario M5H 2K4</p> <p>Robert C. Harason Tel: (416) 306-1707 Email: rharason@beardwinter.com</p> <p>Lawyers for the Lien Claimant, Dircam Electric Limited</p>

AND TO:	<p>SHIBLEY RIGHTON LLP 250 University Avenue Suite 700 Toronto, Ontario M5H 3E5 Fax: (416) 214-5400</p> <p>Andrea Lee White Tel: (416) 214-5200 Email: andrea.white@shibleyrighton.com</p> <p>Thomas McRae Tel: (416) 214-5206 Email: thomas.mcrae@shibleyrighton.com</p> <p>Lawyers for the Lien Claimant, Gilbert Steel Limited</p>
AND TO:	<p>RICHTER LAW 15 Bold St. Hamilton, Ontario L8P 1T3 Fax: (905) 523-6285</p> <p>Nicholas A. Richter Tel: (905) 523-7994 Email: nrichter@richterlaw.ca</p> <p>Lawyers for the Lien Claimant, Gilbert Steel Limited</p>
AND TO:	<p>HAMMOND FLESIAS BARRISTERS & SOLICITORS 3800 Steeles Avenue West Suite 300 Vaughan, Ontario L4L 4G9 Fax: (905) 850-9998</p> <p>Richard Hammond Tel: (905) 850-8550 ext. 400 Email: rhammond@hammondflesias.com</p> <p>Lawyers for the Lien Claimant, Concrane Equipment Inc.</p>
AND TO:	<p>JOSEPH P. MAGGISANO 201 Lonsmount Dr., Suite 100 Toronto, Ontario M5P 2Y6</p> <p>Tel: (416) 653-5353 Fax: (416) 653-2610 Email: jmaggisano@jpmlaw.ca</p> <p>Lawyers for the Lien Claimant, Global Precast Inc.</p>

AND TO:	MICHAEL A. HANDLER PROFESSIONAL CORPORATION 10 Director Court Suite 101 Woodbridge, Ontario L4L 7E8 Fax: (905) 265-2235 Michael A. Handler Tel: (905) 265-2252 Email: mhandler@mhandlerlaw.com Lawyers for the Lien Claimant, The Fence People Limited
AND TO:	GOLDMAN SLOAN NASH & HABER LLP 480 University Avenue, Suite 1600 Toronto, ON M5G 1V2 Fax: (416) 597-3370 Catherine E. Willson Tel: (416) 597-6488 Email: willson@gsnh.com Lawyers for the Lien Claimant, Aluma Systems Inc.
AND TO:	MINISTRY OF FINANCE (ONTARIO) Legal Services Branch 33 King Street West, 6th Floor Oshawa, Ontario L1H 8H5 Fax: (905) 436-4510 Kevin O'Hara Tel: (905) 433-6934 Email: kevin.ohara@ontario.ca
AND TO:	DEPARTMENT OF JUSTICE Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, Ontario M5H 1T1 Diane Winters Tel: (416) 973-3172 Email: diane.winters@justice.gc.ca

AND TO:	STEPHENSON'S RENTAL SERVICES INC. c/o Frederikse Law 5063 North Service Road Suite 200 Burlington, Ontario L7L 5H6 Barbara Frederikse Email: barbara@frederlaw.ca
AND TO:	THE PURCHASERS OF RESIDENTIAL CONDOMINIUM UNITS

**E-Service List
(as at September 21, 2018)**

djmiller@tgf.ca; lwilliams@tgf.ca; bryan.tannenbaum@rsmcanada.com;
arif.dhanani@rsmcanada.com; jfried@mwb.ca; rjaipargas@blg.com; xyan@blg.com;
dtaub@robapp.com; jfox@robapp.com; ediorio@millerthomson.com;
rdelvecchio@millerthomson.com; sspring@goldmanspring.com; ari@goldmanspring.com;
gcorsianos@cl-law.ca; james.butson@aclaw.ca; mdelellis@osler.com; priesterer@osler.com;
derek.bell@dlapiper.com; danny.nunes@dlapiper.com; david.kerr@computershare.com;
lianne.furlong@aviva.com; catherine.koch@aviva.com; aslavens@torys.com;
danielle.peck@tarion.com; tim.schumacher@tarion.com; bahnuikj@olympiatruster.com;
jlancaster@fasken.com; ahill@toronto.ca; Christopher.Henderson@toronto.ca;
craphael@airdberlis.com; dmuise@airdberlis.com; dpresta@bianchipresta.com;
bsgreenberg@rogers.com; jmargie@glaholt.com; kbannon@glaholt.com;
rharason@beardwinter.com; andrea.white@shibleyrighton.com;
thomas.mcrae@shibleyrighton.com; nrichter@richterlaw.ca; rhammond@hammondfilesias.com;
jmaggisano@jpmlaw.ca; mhandler@mhandlerlaw.com; willson@gsnh.com;
kevin.ohara@ontario.ca; diane.winters@justice.gc.ca; barbara@frederlaw.ca

**COURIER SERVICE LIST
(as at September 21, 2018)**

TO:	FORTRESS REAL DEVELOPMENTS INC. 25 Brodie Drive, Unit 1 Richmond Hill, ON L4B 3K7 Attention: Vince Petrozza
AND TO:	CITYZEN DEVELOPMENT (2005) CORPORATION 56 The Esplanade, Suite 301 Toronto, ON M5E 1A7 Attention: Sam Crignano
AND TO:	CITYZEN DEVELOPMENT (2005) CORPORATION 56 The Esplanade, Suite 308 Toronto, ON M5E 1A7 Attention: Sam Crignano
AND TO:	AVIVA C/O WESTMOUNT GUARANTEE SERVICES INC. 600 Cochrane Dr. Suite 205 Markham, Ontario L3R 5K3
AND TO:	VINCENZO PETROZZA a.k.a. Vince Petrozza 471 Sunset Beach Road Richmond Hill, ON L4E 3J3
AND TO:	JAWAD RATHORE 2 Scandia Court Unionville, ON L6C 1G6
AND TO:	STEPHENSON'S RENTAL SERVICES INC. 6895 Columbus Road Mississauga, ON L5T 2G9

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

*In the matter of Sections 97 and 100 of the Courts of Justice Act, R.S.O. 1990 c. C.43,
as amended*

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

**FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD (2015) INC.
and FERNBROOK HOMES (BROOKDALE) LIMITED**

Respondents

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TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

In the matter of Sections 97 and 100 of the Courts of Justice Act, R.S.O. 1990 c. C.43, as am.

BETWEEN:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD (2015) INC.
and FERNBROOK HOMES (BROOKDALE) LIMITED

Respondents

NOTICE OF APPLICATION

TO THE RESPONDENTS:

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

THIS APPLICATION will come on for hearing before a Judge on **Thursday, October 18, 2018 at 9:00 a.m.** or as soon after that time as the application can be heard at 330 University Avenue, in the City of Toronto, in the Province of Ontario, M5G 1R7.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does

not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2:00 p.m. on the day before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, AN ORDER MAY BE MADE IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. If you wish to oppose this application but are unable to pay legal fees, legal aid may be available to you by contracting a Local Legal Aid office.

DATE: September 12th 2018

Issued by:


N. Brown
Address of Court office:
330 University Avenue
Toronto, Ontario M5G 1R7

TO: THIS HONOURABLE COURT

AND TO: THE SERVICE LIST HEREIN

SERVICE LIST
(as at September 12, 2018)

TO:	<p>THORNTON GROUT FINNIGAN LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, Ontario M5K 1K7 Fax: (416) 304-1313</p> <p>D.J. Miller (LSO#34393P) Tel: (416) 304-0559 Email: djmiller@tgf.ca</p> <p>Leanne M. Williams (LSO #41877E) Tel: (416) 304-0060 Email: lwilliams@tgf.ca</p> <p>Puya Fesharaki (LSO #70588L) Tel: (416) 304-7979 Email: pfesharaki@tgf.ca</p> <p>Lawyers for the Applicant, Firm Capital Mortgage Fund Inc.</p>
AND TO:	<p>OWENS, WRIGHT LLP 20 Holly Street, Suite 300 Toronto, Ontario M4S 3B1 Fax: (416) 486-3309</p> <p>Randy H. Lebow Tel: (416) 848-4707 Email: rlebow@owenswright.com</p> <p>Real estate counsel for the Applicant</p>
AND TO:	<p>RSM CANADA LIMITED Collins Barrow Place 11 King Street West, Suite 700 Toronto, Ontario M5H4C7 Fax: (416) 480-2646</p> <p>Bryan A. Tannenbaum Tel: (416) 238-5055 Email: bryan.tannenbaum@rsmcanada.com</p> <p>Proposed Court-appointed Receiver</p>

AND TO:	<p>ROBINS APPLEBY LLP 2600-120 Adelaide Street W. Toronto, Ontario M5H 1T1 Fax: (416) 868-0306</p> <p>David A. Taub Tel: (416) 360-3354 Email: dtaub@robapp.com</p> <p>John Fox Tel: (416) 360-3349 Email: jfox@robapp.com</p> <p>Lawyers for the Respondents, Fortress Brookdale Inc. and Fortress Avenue Road (2015) Inc.</p>
AND TO:	<p>MILLER THOMSON LLP 100 New Park Place Suite 700 Vaughan, Ontario L4K 0H9</p> <p>Enzo Di Iorio (LSO #56681V) Tel: (905) 532-6613 Email: ediiorio@millerthomson.com</p> <p>Riccardo Del Vecchio (LSO #55199N) Tel: (905) 532-6617 Email: rdelvecchio@millerthomson.com</p> <p>GOLDMAN, SPRINGS, KICHLER & SANDERS LLP 40 Sheppard Avenue West Suite 700 Toronto, Ontario M2N 6K9 Fax: (416) 225-4805</p> <p>Sheldon Spring Tel: (416) 225-9400 ext. 303 Email: sspring@goldmanspring.com</p> <p>Ari Reichman Tel: (416) 225-9400 ext. 342 Email: ari@goldmanspring.com</p> <p>Lawyers for the Respondent, Fernbrook Homes (Brookdale) Limited</p>

AND TO:	<p>CORSIANOS LEE Barrister and Solicitor 3800 Steeles Avenue West Suite 203W Vaughan, Ontario L4L 4G9</p> <p>George Corsianos (LSO #48261K) Tel: (905) 370-1092 Fax: (905) 370-1095 Email: gcorsianos@cl-law.ca</p> <p>Lawyers for Quincy Investments Limited, 969692 Ontario Limited, 969593 Ontario Limited, 2307271 Ontario Inc., Sasso Auto Consulting Inc., Angelo Grossi, <u>David Mark Doubilet</u>, Gus Stamatou, Robert Di Matteo and Tonino Amendola</p> <p>David Doubilet Tel: (416) 967-0340</p>
AND TO:	<p>AGUECI & CALABRETTA Barristers & Solicitors 5700 Yonge Street, Suite 1110 Toronto, Ontario M2M 4K2</p> <p>James M. Butson (LSO #26837A) Tel: (416) 250-5700 x 215 Fax: (416) 250-5797 Email: james.butson@aclaw.ca</p> <p>Lawyers for Jaekel Capital Inc.</p>
AND TO:	<p>OSLER, HOSKIN & HARCOURT LLP 100 King Street West 1 First Canadian Place Suite 6200, P.O. Box 50 Toronto, Ontario M5X 1B8 Fax: (416) 862-6666</p> <p>Michael De Lellis Tel: (416) 862-5997 Email: mdelellis@osler.com</p> <p>Patrick Riesterer Tel: (416) 862-5947 Email: priesterer@osler.com</p> <p>Lawyers for FAAN Mortgage Administrators Inc., as Administrators for BDMC</p>

AND TO:	<p>DLA PIPER (CANADA) LLP 1 First Canadian Place 100 King Street West, Suite 6000 PO Box 367 Toronto, Ontario M5X 1E2</p> <p>Derek J. Bell (LSO #43420J) Tel: (416) 369-7960 Email: derek.bell@dlapiper.com</p> <p>Danny M. Nunes (LSO #53802D) Tel: (416) 365-3421 Email: danny.nunes@dlapiper.com</p> <p>Lawyers for Computershare Trust Company of Canada, in its capacity as trustee pursuant to a trust indenture</p>
AND TO:	<p>COMPUTERSHARE TRUST COMPANY OF CANADA 100 University Avenue Toronto, Ontario M5J 2Y1</p> <p>David Kerr Tel: (416) 213-9692 Email: david.kerr@computershare.com</p>
AND TO:	<p>AVIVA INSURANCE COMPANY OF CANADA 600 Cochrane Dr. Suite 205 Markham, Ontario L3R 5K3</p> <p>Lianne B. Furlong (AVP, National Managing Counsel) Aviva Canada Inc. 100 King St. W., Suite 4800 Toronto, Ontario M5X 2A2 Tel: (647) 788-7004 Fax: (416) 363-5386 Email: lianne.furlong@aviva.com</p> <p>Catherine Koch (Matter Management Counsel) Aviva Canada Inc. 100 King St. W., Suite 4800 Toronto, Ontario M5X 2A2 Tel: (647) 788-7014 Fax: (416) 363-5386 Email: catherine.koch@aviva.com</p>

AND TO:	TORYS LLP 79 Wellington Street West Suite 3000 Toronto, Ontario M5K 1 N2 Fax: (416) 865-7380 Adam Slavens Tel: (416) 865-7333 Email: aslavens@torys.com Lawyers for Tarion Warranty Corporation
AND TO:	TARION WARRANTY CORPORATION 5160 Yonge St., 12 th Floor Toronto, Ontario M2N 6L9 Danielle M. Peck (Senior Counsel) Tel: (416) 229-3864 Fax: (416) 229-3845 Email: danielle.peck@tarion.com Timothy P. Schumacher (Vice-President & General Counsel) Tel: (416) 229-3874 Fax: (416) 229-3278 Email: tim.schumacher@tarion.com
AND TO:	OLYMPIA TRUST COMPANY 2200, 125-9th Avenue SE Calgary, Alberta T2G 0P6 Secured creditor / Mortgagee Jonathan Bahnuik (General Counsel) Tel: (403) 668-8365 Fax: (403) 265-1455 Email: bahnuikj@olympiatruster.com

AND TO:	<p>FASKEN MARTINEAU DUMOULIN LLP Bay Adelaide Centre 333 Bay Street, Suite 2400 P.O. Box 20 Toronto, Ontario M5H 2T6 Fax: (416) 364-7813</p> <p>Jonathan F. Lancaster (LSO #34754S) Tel: (416) 865-4479 Email: jlancaster@fasken.com</p> <p>Natasha De Cicco (LSO #48266N) Tel: (416) 868-7856 Email: ndecicco@fasken.com</p> <p>Lawyers for Fiera Capital Corporation</p>
AND TO:	<p>CITY OF TORONTO Legal Services 26th Floor, Metro Hall Stn. 1260, 55 John Street Toronto, Ontario M5V 3C6 Fax: (416) 397-5624</p> <p>Amanda S. Hill Tel: (416) 338-5790 Email: ahill@toronto.ca</p> <p>Christopher J. Henderson Tel: (416) 397-5624 Email: Christopher.Henderson@toronto.ca</p>
AND TO:	<p>SUMMIT CONCRETE & DRAIN LTD. c/o Aird & Berlis LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, Ontario M5J 2T9 Fax: (416) 863-1515</p> <p>Courtney V. Raphael Tel: (416) 865-3088 Email: craphael@airdberlis.com</p> <p>Danielle Muise Tel: (416) 865-3963 Email: dmuise@airdberlis.com</p> <p>Lien claimant</p>

AND TO:	<p>SUMMIT FORMING LTD. c/o Aird & Berlis LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, Ontario M5J 2T9 Fax: (416) 863-1515</p> <p>Courtney V. Raphael Tel: (416) 865-3088 Email: craphael@airdberlis.com</p> <p>Danielle Muise Tel: (416) 865-3963 Email: dmuise@airdberlis.com</p> <p>Lien claimant</p>
AND TO:	<p>D. ZENTIL MECHANICAL INC. c/o Bianchi Presta LLP 9100 Jane Street 3rd Floor, Building A Vaughan, Ontario L4K 0A4 Fax: (905) 738-0528</p> <p>Domenic C.S. Presta Tel: (905) 738-1078 ext. 2223 Email: dpresta@bianchipresta.com</p> <p>Lien claimant</p>
AND TO:	<p>BARRY S. GREENBERG (LSUC#16812C) 7626A Yonge Street Thornhill, Ontario L4J 1V9 Tel: (905) 886-9535 Fax: (905) 886-9540 Email: bsgreenberg@rogers.com</p> <p>Lawyer for the Lien Claimant, Atlas Dewatering Corporation</p>

AND TO:	<p>GLAHOLT LLP 800-141 Adelaide Street West Toronto, Ontario M5H 3L5 Fax: (416) 368-3467</p> <p>John Margie (LSO #36801D) Tel: (416) 368-8280 ext: 211 Fax: (416) 368-3467 Email: jmargie@glaholt.com</p> <p>Keith Bannon (LSO #50685W) Tel: (416) 368-8280 Email: kbannon@glaholt.com</p> <p>Lawyers for Innocon, a Partnership of Lafarge Canada Inc., Lehigh Hanson Materials Limited and Innocon Inc.</p>
AND TO:	<p>BEARD WINTER LLP 130 Adelaide Street West, 7th Floor Toronto, Ontario M5H 2K4</p> <p>Robert C. Harason (LSO #19535S) Tel: (416) 306-1707 Email: rharason@beardwinter.com</p> <p>Lawyers for the lien claimant, Dircam Electric Limited</p>
AND TO:	<p>SHIBLEY RIGHTON LLP 250 University Avenue Suite 700 Toronto, Ontario M5H 3E5 Fax: (416) 214-5400</p> <p>Andrea Lee White Tel: (416) 214-5200 Email: andrea.white@shibleyrighton.com</p> <p>Thomas McRae Tel: (416) 214-5206 Email: thomas.mcrae@shibleyrighton.com</p> <p>Lawyers for Gilbert Steel Limited</p>

AND TO:	RICHTER LAW 15 Bold St. Hamilton, Ontario L8P 1T3 Fax: (905) 523-6285 Nicholas A. Richter Tel: (905) 523-7994 Email: nrichter@richterlaw.ca Lawyers for Gilbert Steel Limited
AND TO:	HAMMOND FLESIAS BARRISTERS & SOLICITORS 3800 Steeles Avenue West Suite 300 Vaughan, Ontario L4L 4G9 Fax: (905) 850-9998 Richard Hammond Tel: (905) 850-8550 ext. 400 Email: rhammond@hammondflesias.com Lawyers for Concrane Equipment Inc.
AND TO:	GLOBAL PRECAST INC. c/o JOSEPH P. MAGGISANO 201 Lonsmount Dr., Suite 100 Toronto, Ontario M5P 2Y6 Tel: (416) 653-5353 Fax: (416) 653-2610 Email: jmaggisano@jpmnlaw.ca Lawyers for Global Precast Inc.

AND TO:	MICHAEL A. HANDLER PROFESSIONAL CORPORATION 10 Director Court Suite 101 Woodbridge, Ontario L4L 7E8 Fax: (905) 265-2235 Michael A. Handler Tel: (905) 265-2252 Email: mhandler@mhandlerlaw.com Lawyers for The Fence People Limited
AND TO:	MINISTRY OF FINANCE (ONTARIO) Legal Services Branch 33 King Street West, 6th Floor Oshawa, Ontario L1H 8H5 Fax: (905) 436-4510 Kevin O'Hara Tel: (905) 433-6934 Email: kevin.ohara@ontario.ca
AND TO:	DEPARTMENT OF JUSTICE Ontario Regional Office The Exchange Tower, Box 36 130 King Street West, Suite 3400 Toronto, Ontario M5X 1K6 Diane Winters Tel: (416) 973-3172 Email: diane.winters@justice.gc.ca

E-Service List
(as at May 15, 2018)

djmiller@tgf.ca; lwilliams@tgf.ca; pfesharaki@tgf.ca; rlebow@owenswright.com;
ifox@robapp.com; dtaub@robapp.com; bryan.tannenbaum@rsmcanada.com;
mdelellis@osler.com; priesterer@osler.com; ndecicco@fasken.com; jlancaster@fasken.com;
derek.bell@dlapiper.com; danny.nunes@dlapiper.com; jmargie@glaholt.com;
kbannon@glaholt.com; rharason@beardwinter.com; dpresta@bianchipresta.com;
craphael@airdberlis.com; dmuise@airdberlis.com; ahill@toronto.ca;
Christopher.Henderson@toronto.ca; kevin.ohara@ontario.ca; diane.winters@justice.gc.ca;
lianne.furlong@aviva.com; catherine.koch@aviva.com; danielle.peck@tarion.com;
tim.schumacher@tarion.com; bahnuikj@olympiatruster.com; bsgreenberg@rogers.com;
andrea.white@shibleyrighton.com; thomas.mcrae@shibleyrighton.com;
ediiorio@millerthomson.com; sspring@goldmanspring.com; ari@goldmanspring.com;
rdelvecchio@millerthomson.com; gcorsianos@cl-law.ca; aslavens@torys.com;
rhammond@hammondflsias.com; nrichter@richterlaw.ca; james.butson@aclaw.ca;
jmaggisano@jpmnlaw.ca; mhandler@mhandlerlaw.com; david.kerr@computershare.com

APPLICATION

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

1. if necessary, abridging the time for service of this Notice of Application and the materials filed in support of the application and dispensing with further service thereof;
2. vesting title in and to the Purchased Assets, as such term is defined in an Agreement of Purchase and Sale (the “**APS**”) dated August 23, 2018 between RSM Canada Limited in its capacity as receiver, as vendor (the “**Receiver**”) and Empire (Water Wave) Inc., as purchaser (such purchaser or its permitted assignee, the “**Purchaser**”) in favour of the Purchaser or as it may direct, free and clear of the interests of any other party or interest, subject only to the Permitted Encumbrances (as defined in the APS) (the “**Vesting Order**”), all in accordance with the APS;
3. directing and declaring that upon Closing of the APS pursuant to the Vesting Order (all capitalized terms being as defined in the APS):
 - (i) save and except only as it relates to the Permitted Encumbrances, the Purchaser shall take title to the Purchased Assets free and clear of and from any and all lien (including all Outstanding Construction Liens), claim, charge, demand, security interest, pledge, hypothecation, mortgage, trust or deemed trust (in each case, whether contractual, statutory or otherwise) execution, levy or other financial, or monetary claim and encumbrance of any nature and kind whatsoever whether or not they have attached or been perfected, registered or filed and whether secured,

unsecured or otherwise and without limiting the generality of the foregoing, any Offers or other rights or claims of the purchasers or tenants under any Offers;

- (ii) all net proceeds of sale (after payment by the Receiver of all amounts owing to the Applicant including but not limited to principal, interest, fees, costs and expenses, including those of the Receiver, together with any amounts having legal priority to the Applicant's Mortgage) (the "**Net Proceeds**") shall be paid into Court; and
 - (iii) the Net Proceeds paid into Court shall stand in place and instead of the Purchased Assets and all claims and encumbrances shall attach to the net proceeds of sale from the Purchased Assets on Closing with the same priority as they had with respect to the Purchased Assets immediately prior to the sale of the Purchased Assets;
4. dismissing the Construction Lien Actions against the Applicant and the Receiver (if named as a defendant in any such actions) upon payment of the Net Proceeds into Court;
 5. sealing the Confidential Report of the Receiver to be filed, until further Order of this Court; and
 6. granting such other relief as counsel may request and this Honourable Court may deem appropriate.

THE GROUNDS FOR THE APPLICATION ARE:

7. Fortress Brookdale Inc. (“**FBI**”) was incorporated pursuant to the laws of Ontario and maintains its registered head office at 2220 Highway 7 West, Unit #5, Concord, Ontario;
8. FBI is the legal owner of certain real property municipally known as 1678-1704 Avenue Road, 375-377 Fairlawn Avenue and 412-416 Brookdale Avenue, Toronto (the “**Property**”), more specifically described as:
 - (a) PIN10189-0865 (LT) – Legal Description: LOTS 33 & 34 PLAN 2371, PART LOT 42A & LOT 43A PLAN 2247 PT 1 66R29204; TOGETHER WITH AN EASEMENT OVER PT 3 66R29204 AS IN AT4379990; SUBJECT TO AN EASEMENT AS IN AT4660181; SUBJECT TO AN EASEMENT AS IN AT4753130; CITY OF TORONTO; and
 - (b) PIN10189-0866 (LT) – Legal Description: LOT 32 PLAN 2371 YORK PT 2 66R29204; SUBJECT TO AN EASEMENT AS IN AT4660181; SUBJECT TO AN EASEMENT AS IN AT4753130; CITY OF TORONTO,upon which construction for a condominium development was commenced (the “**Project**”).
9. Fortress Avenue Road (2015) Inc. (“**FAR**”) was incorporated pursuant to the laws of the Province of Ontario and maintains its registered head office at 25 Brodie Drive, Unit #1, Richmond Hill. Fernbrook Homes (Brookdale) Limited (“**Fernbrook**”) was incorporated pursuant to the laws of Ontario and maintains its registered head office at 2220 Highway 7 West, Unit #5, Concord, Ontario. FBI is the legal owner of the Property and FAR and Fernbrook are beneficial owners of the Property. FBI, FAR and Fernbrook are collectively referred to as the “**Borrower**”);

10. pursuant to a Mortgage Loan Commitment dated April 18, 2017 (as amended, the “**Loan Commitment**”), the Applicant made a mortgage loan available to the Borrower;
11. as security for their obligations to the Applicant, the Borrowers each granted security to the Applicant, including but not limited to, the personal property as enumerated in General Security Agreements each dated May 12, 2017 (collectively, the “**GSAs**”);
12. the Applicant registered its security interest against each of the Borrowers pursuant to the *Personal Property Security Act* (Ontario) on May 17, 2017 against all classes of collateral, except “consumer goods” and “motor vehicle”;
13. FBI also granted the Applicant, among other security, a Charge/Mortgage of Land which was registered as a first mortgage against title to the Property on June 7, 2017 (the “**Mortgage**”). It is a term of the Mortgage, and of the GSA’s in favour of the Applicant, that the Applicant may appoint a receiver upon default by the Borrower;
14. litigation relating to the Property was commenced in October, 2017 by Computershare Trust Company of Canada in its capacity as Trustee under a Trust Indenture dated November 26, 2013 in a proceeding bearing court file number CV-17-585584-CL (the “**Computershare Litigation**”) against, *inter alia*, all mortgagees of the Property. The Computershare Litigation was dismissed as against the Applicant herein Firm Capital Mortgage Fund Inc. by way of a consent Order dated March 9, 2018, on a “with prejudice and without costs” basis;
15. on February 7, 2018, the Superintendent of Financial Services (“**FSCO**”) appointed FAAN Mortgage Administrators Inc. (“**FAAN**”) as Administrator over Building &

Development Mortgages Canada Inc. (“**BDMC**”), the mortgage administrator for a subsequent mortgagee having a charge against the Property;

16. construction liens totalling more than \$10 million have been registered against title to the Property and various actions have been commenced by lien claimants;
17. construction on the Project ceased at the end of January, 2018;
18. the Applicant’s first priority Mortgage matured, and was not repaid;
19. by letter dated January 24, 2018, the Applicant demanded repayment from the Borrower and delivered a Notice of Intention to Enforce Security (the “**BIA Notice**”) pursuant to Section 244 of the BIA;
20. the Applicant previously commenced an application bearing court file no. CV-18-593097-00CL for the appointment of a receiver by the Court (the “**Prior Receivership Application**”), in connection with a potential re-financing of the Project by the Applicant to permit continuation of the Project, which re-financing did not proceed as all conditions were not met;
21. the Prior Receivership Application was adjourned on three occasions on consent, and was ultimately held in abeyance by the Applicant by way of Endorsement of Justice McEwen dated April 20, 2018;
22. the Applicant thereafter chose to proceed in the enforcement of its rights and remedies pursuant to the Mortgage;

23. the Applicant caused to be issued a Notice of Sale under Mortgage in respect of the Property on April 20, 2018;
24. all relevant notice periods have expired;
25. no party entitled to redeem the Mortgage has done so;
26. the Borrower remains in default of its obligations under the Loan Commitment;
27. the Applicant is contractually entitled to appoint a Receiver upon default occurring under the Mortgage and did so by appointment letter dated June 11, 2018;
28. RSM Canada Limited, in its capacity as Receiver appointed by the Applicant, undertook an extensive marketing and sales process in respect of the Property, resulting in an offer being accepted in the form of the APS;
29. The Purchased Assets comprise the realty and any fixtures or improvements located thereon, but do not include any personal property assets;
30. it is a requirement of the APS that a Vesting Order be obtained for Closing in the form of the draft Order sought herein;
31. the Net Proceeds of sale (after payment of amounts owing to the Applicant and any amounts having legal priority to the Applicant's interest in the Property) are more than sufficient to satisfy all legal and statutory requirements in respect of Outstanding Construction Liens (as defined in the APS), and will be paid into Court for the benefit of those parties entitled to assert a claim to same, as their respective interests may appear;

32. Rules 14.05(3)(e) and (g) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, Sections 97, 100 and 142 of the *Courts of Justice Act* (Ontario), Section 44 of the *Construction Lien Act* (now the *Construction Act*), and Sections 24 and 32 of the *Mortgages Act*; and
33. such other grounds as counsel may advise and this Honourable Court may deem just.

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

1. the Affidavit of Jonathan Mair, with Exhibits annexed thereto, to be sworn and filed;
2. the Report of the Receiver, to be filed;
3. the Confidential Report of the Receiver, to be filed; and
4. such further and other evidence as counsel may advise and this Honourable Court may permit.

September 12th, 2018

THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, Ontario M5K 1K7
Fax: (416) 304-1313

D.J. Miller (LSUC# 34393P)
Tel: (416) 304-0559
Email: djmiller@tgf.ca

Leanne M. Williams (LSUC# 41877E)
Tel: (416) 304-0060
Email: lwilliams@tgf.ca

Lawyers for the Applicant,
Firm Capital Mortgage Fund Inc.

IN THE MATTER OF Sections 97 and 100 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended

FIRM CAPITAL MORTGAGE FUND INC.

- and -

**FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD
(2015) INC. and FERNBROOK HOMES (BROOKDALE) LIMITED**

Applicant

Respondents

Court File No. **CV-1E-604993-0001**

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

Proceedings commenced at Toronto, Ontario

NOTICE OF APPLICATION

THORNTON GROUT FINNIGAN LLP

TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, Ontario M5K 1K7
Fax: (416) 304-1313

D.J. Miller (LSUC# 34393P)

Tel: (416) 304-0559 / Email: djmillier@tgf.ca

Leanne M. Williams (LSUC# 41877E)

Tel: (416) 304-0060 / Email: lwilliams@tgf.ca

Lawyers for the Applicant, Firm Capital Mortgage Fund Inc.

TAB 2

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

In the matter of Sections 97 and 100 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as am.

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

**FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD (2015) INC. and
FERNBROOK HOMES (BROOKDALE) LIMITED**

Borrowers

**AFFIDAVIT OF FORREST TODD
(Sworn September 20, 2018)**

I, FORREST TODD, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Vice President with Firm Capital Mortgage Fund Inc. (the “**Lender**”) having responsibility for this matter on behalf of the Lender and, as such, I have personal knowledge of the matters to which I depose herein. Unless I indicate otherwise, the facts herein are within my own personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I have identified the sources and I believe those facts to be true.

2. Most of the evidence contained in this Affidavit relating to the time period up to April 3, 2018 was previously included in two prior affidavits sworn by Jonathan Mair, Senior Vice President with the Lender, in a Prior Application Proceeding (as defined below) brought by the Lender, sworn on March 1, 2018 and April 3, 2018. This affidavit consolidates the evidence contained in those two prior affidavits of which I also have personal knowledge and can confirm, and provides updated evidence in support of the relief sought in this new application proceeding.
3. This affidavit is sworn in support of an application by the Lender for an Order vesting the right, title and interest in and to the assets described in the Sale Agreement in the Purchaser (as such terms are defined herein) pursuant to Sections 97 and 100 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**Vesting Order**”).

The Borrowers

4. According to the records maintained by the Ministry of Government Services (the “**Ministry**”), each of the Borrowers were incorporated pursuant to the laws of Ontario with registered head offices in the Greater Toronto Area. Attached as **Exhibit “A”** are true copies of the Corporation Profile Reports with respect to each of the Borrowers.
5. Fortress Brookdale Inc. (“**FBI**”) is the registered owner (as bare trustee for the beneficiaries) of certain real property municipally known as 1678-1704 Avenue Road, 375-377 Fairlawn Avenue and 412-416 Brookdale Avenue, Toronto, more specifically described as:
 - (a) PIN10189-0865 (LT) – Legal Description: LOTS 33 & 34 PLAN 2371, PART LOT 42A & LOT 43A PLAN 2247 PT 1 66R29204; TOGETHER WITH AN

EASEMENT OVER PT 3 66R29204 AS IN AT4379990; SUBJECT TO AN EASEMENT AS IN AT4660181; SUBJECT TO AN EASEMENT AS IN AT4753130; CITY OF TORONTO; and

- (b) PIN10189-0866 (LT) – Legal Description: LOT 32 PLAN 2371 YORK PT 2 66R29204; SUBJECT TO AN EASEMENT AS IN AT4660181; SUBJECT TO AN EASEMENT AS IN AT4753130; CITY OF TORONTO,

(the “**Property**”). Copies of the parcel registers for the Property (the “**Parcel Abstracts**”) are attached as **Exhibit “B”**.

- 6. Fortress Avenue Road (2005) Inc. (“**FAR**”) and Fernbrook Homes (Brookdale) Inc. (“**Fernbrook**”) are the beneficial owners of the Property. Attached **Exhibit “C”** is a true copy of the Beneficial Owner Charge & Direction which sets out the relationship as between each of FBI, FAR and Fernbrook (collectively, the “**Borrowers**”).

Mortgage Loan Commitment

- 7. Pursuant to a Mortgage Loan Commitment dated April 18, 2017 (as amended, the “**Loan Commitment**”), attached as **Exhibit “D”**, issued by Firm Capital Corporation (“**FCC**”) and subsequently assigned by FCC to the Lender, the Lender made a mortgage loan available to the Borrowers in the principal amount of \$18,500,000 plus interest and costs (the “**Mortgage Loan**”), which was available as follows:

- (a) a \$17,000,000 land advance (the “**Land Facility**”), the purpose of which was to refinance the existing first mortgage land loan, which was advanced on June 7, 2017; and
- (b) a \$1,500,000 construction advances (the “**Construction Facility**”), the purpose of which was to finance certain construction costs incurred by the Borrowers.

The Construction Facility was advanced by way of four separate draws as detailed below.

8. Pursuant to the Loan Commitment and as security for its obligations to the Lender, FBI granted a Charge/Mortgage of Land (the “**First Mortgage**”) to the Lender in the amount of the Mortgage Loan which was registered against title to the Property on June 7, 2017 as Instrument No. AT4591073. Attached as **Exhibit “E”** is a copy of the First Mortgage, together with the Standard Charge Terms.
9. Certain subsequent charges were permitted to be registered on title to the Property, provided that each such subsequent registration would be fully postponed to the First Mortgage. I am advised by Janet Alvarado, real estate law clerk with Owens Wright LLP, the Lender’s real estate counsel at the time the Mortgage Loan was made, and do verily believe that there are four subsequent mortgages registered on title to the Property (the “**Subsequent Mortgages**”), which have either been contractually postponed in favour of the Lender or registered subsequent to the First Mortgage and registered after the last advance of the Lender. Attached as **Exhibit “F”** is a summary prepared by Ms. Alvarado of the amount and registered priority of all mortgages registered on title to the Property including the First Mortgage and the Subsequent Mortgages, as reflected in the Parcel Abstracts.
10. As at September 14, 2018 the Borrowers were indebted to the Lender under the Loan Commitment in the amount of CAD\$20,138,450.97 (which includes principal, accrued interest and fees), together with accruing interest thereon and all costs and fees, including professional fees and disbursements of counsel to the Lender and those fees and

disbursements of the Receiver appointed by the Lender, until the indebtedness is paid in full.

11. In addition, legal fees, disbursements and HST of the Lender's counsel, Thornton Grout Finnigan LLP ("TGF") and of its real estate counsel, Owen Wright LLP ("OW LLP"), in the amount of \$611,175.05 (for the period October 5, 2017 to August 31, 2018 in respect of TGF and for the period October 20, 2017 to date in respect of OW LLP) are payable pursuant to the terms of the Mortgage Loan.
12. As at the date of the swearing of this affidavit, the First Mortgage remains in default and has not been repaid or redeemed.

GSA's Held by the Lender

13. Pursuant to the Loan Commitment, as security for its obligations to the Lender, each of the Borrowers granted security to the Lender over the personal property enumerated in General Security Agreements each dated May 12, 2017 (collectively, the "GSAs"). The GSA executed by each Borrower is identical. For ease of reference and due to their length, only one executed GSA is attached, together with the first page and signature page of the other two GSA's. Attached as **Exhibit "G"** is a copy of the GSA executed by FBI in favour of the Lender.
14. The Lender made two registrations to perfect its security interest against each of the Borrowers pursuant to the *Personal Property Security Act* (Ontario) (the "PPSA") on May 17, 2017 against all classes of collateral, except "consumer goods" and "motor vehicle" (collectively, the "**Lender PPSA Registrations**"), as detailed below.

PPSA Registrations

FBI PPSA Registrations

15. The following are the PPSA registrations that exist against FBI:
 - (a) in favour of Building & Development Mortgages Canada Inc. (“**BDMC**”) over all classes of collateral, except “consumer goods” and “motor vehicle” dated July 2, 2015, which registration was then specifically subordinated on June 7, 2017 to the Lender PPSA Registrations;
 - (b) in favour of Tarion Warranty Corporation (“**Tarion**”) over “accounts” and “other” collateral dated November 6, 2015, which registration is in respect of purchaser deposits only; and
 - (c) in favour of Aviva Insurance Company of Canada over “accounts” and “other” collateral dated April 13, 2017, which registration is in respect of purchaser deposits only.

16. BDMC made a second PPSA registration against FBI over all classes of collateral, except “consumer goods” and “motor vehicle” on October 11, 2017, which was subsequent to the Lender PPSA Registrations. Attached as **Exhibit “H”** is a copy of the certified PPSA Enquiry Response Certificates from the Ministry with file currency as at September 17, 2018, in respect of FBI.

FAR PPSA Registrations

17. BDMC made a PPSA registration against FAR over all classes of collateral, except “consumer goods” and “motor vehicle” on July 2, 2015, which registration was then specifically subordinated on June 7, 2017 to the Lender PPSA Registrations.
18. BDMC made a second PPSA registration against FAR over all classes of collateral, except “consumer goods” and “motor vehicle” on October 11, 2017, which was subsequent to the Lender PPSA Registrations. Attached as **Exhibit “I”** is a copy of the certified PPSA Enquiry Response Certificates from the Ministry with a file currency as at September 17, 2018, in respect of FAR.

Fernbrook PPSA Registrations

19. BDMC made a PPSA registration against Fernbrook over all classes of collateral except “consumer goods” and “motor vehicle” on July 2, 2015, which registration was specifically subordinated on June 7, 2017 to the Lender PPSA Registrations.
20. BDMC made a second PPSA registration against Fernbrook over all classes of collateral, except “consumer goods” and “motor vehicle” dated October 11, 2017, which registration was subsequent to the Lender PPSA Registrations. Attached hereto and marked as **Exhibit “J”** is a copy of the certified PPSA Enquiry Response Certificates from the Ministry dated September 17, 2018 in respect of Fernbrook.

The Project

21. The Borrowers commenced construction on a seven-story mixed-use building known as “Brookdale on Avenue Road” (the “**Project**”) at the Property site. The Project was proposed to consist of 62 residential condominium units, 18 residential rental units and a certain amount of retail space. The Project is located on the west side of Avenue Road, Toronto, between Brookdale Road and Fairlawn Avenue. Cityzen Developments is the project manager for the Project.
22. Construction of the Project ceased at the end of January, 2018 during an early stage of construction. The last type of work undertaken at the site was in respect of concrete pouring and forming for two floors underground and two and a half floors of the Project’s planned seven stories above ground.
23. In accordance with the terms of the Loan Commitment, the Borrowers were required to provide a report of a construction monitor (the “**Monitor Report**”) prior to any advance being made under the Mortgage Loan. The Monitor Report was required to (i) confirm the work in place in respect of the Project, and (ii) certify the Holdback amount by FBI pursuant to the *Construction Lien Act* (Ontario) (the “**Lien Holdback Amount**”). The Borrowers retained Finnegan Marshall Inc. as the construction monitor for the Project (the “**Project Monitor**”).
24. The first advance under the Mortgage Loan, totalling \$17,359,914.00, made up of the Land Facility and \$359,914.00 advanced under the Construction Facility, was funded by the Lender on June 7, 2017. The amount of the first advance under the Construction Facility was based on the report of the Project Monitor prepared for the advance (the

“**First Monitor Report**”) which certified that the Lien Holdback Amount was the amount of \$172,283.00 (the “**Initial Holdback**”). Based on the Capital Cost & Cost-to-Complete Summary (the “**CC Summary**”) in the First Monitor Report (the “**Initial Capital Cost Summary**”), the Initial Holdback was not advanced by the Lender. A copy of the Initial Capital Cost Summary is attached as **Exhibit “K”**.

25. The second advance under the Mortgage Loan, totalling \$442,357.00, was funded by the Lender on July 11, 2017. The amount of the second advance under the Construction Facility was based on the report of the Project Monitor prepared for the advance (the “**Second Monitor Report**”) which certified that the total Lien Holdback Amount was the amount of \$216,650.00 in respect of the Project. Based on the CC Summary in the Second Monitor Report (the “**Second Capital Cost Summary**”), the amount of \$44,367.00 was not advanced by the Lender as part of the second advance (as the Initial Holdback of \$172,283.00 had already been not advanced) for a total of \$216,650.00 not being advanced by the Lender. A copy of the Second Capital Cost Summary is attached as **Exhibit “L”**.

26. The third advance under the Mortgage Loan, totalling \$223,493.00, was funded by the Lender on July 24, 2017. The amount of the third advance under the Construction Facility was based on the report of the Project Monitor prepared for the advance (the “**Third Monitor Report**”) which certified that the total Lien Holdback Amount was the amount of \$232,678.00 in respect of the Project. Based on the CC Summary in the Third Monitor Report (the “**Third Capital Cost Summary**”), the amount of \$16,027.00 was not advanced by the Lender as part of the third advance (as \$216,650.00 had already been not advanced by the Lender) for a total of \$232,677.00 not being advanced by the Lender.

The amount not advanced by the Lender was inadvertently \$1.00 less than it should have been. As a result, the Lender withheld \$1.00 from its next advance to compensate for the discrepancy. A copy of the Third Capital Cost Summary is attached as **Exhibit “M”**.

27. The final advance under the Mortgage Loan, totalling \$185,957.00, was funded by the Lender on October 4, 2017. The amount of the final advance under the Construction Facility was based on the report of the Project Monitor prepared for the advance (the “**Final Monitor Report**”) which certified that the total Lien Holdback Amount was the amount of \$288,279.00 in respect of the Project. Based on the CC Summary in the Final Monitor Report (the “**Final Capital Cost Summary**”), the amount of \$55,602.00 was not advanced by the Lender (which included the \$1.00 discrepancy from the prior advance) as part of the fourth advance (as \$232,677.00 had already been not advanced by the Lender) for a total of \$288,279.00 not being advanced by the Lender. A copy of the Final Capital Cost Summary is attached as **Exhibit “N”**.
28. As at September 20, 2018, the total of the Lien Holdback Amount was \$288,279.00 which has not been advanced in accordance with the reports of the Project Monitor, and in accordance with the *Construction Lien Act* (Ontario).

Re-Financing Commitment

29. Pursuant to a separate Mortgage Loan Commitment issued by FCC dated April 18, 2017 which was later terminated at the request of the Borrowers and a new Mortgage Loan Commitment issued at their request dated May 1, 2018, FCC advised that it would syndicate a loan in the principal amount of \$73,800,000 for the construction of the Project (“**Re-Financing Commitment**”), subject to various terms and conditions being

complied with to the satisfaction of FCC. Considerable time was spent to see if the terms and conditions for any advance under the Re-Financing Commitment could be met by the Borrowers, but the terms and conditions were not met and accordingly, the Re-Financing Commitment was terminated, and no amounts have been advanced thereunder by the Lender. Although substantial commitment fees remain outstanding in respect of the Re-Financing Commitment, FCC has not included these amounts in the amount of its indebtedness noted in paragraph 10 herein.

Bondholder Claim

30. Subsequent to the granting of the Mortgage Loan, the Lender became aware that a group of bondholders under a Bond Trust Indenture dated November 26, 2013 (the “**Bondholders**”) lead by Fiera Capital Corporation were claiming a right to a charge against title to the Property in favour of the Bondholders. A Statement of Claim was issued against various parties including the Borrowers and the holders of mortgages over the Property, including the Lender (the “**Bondholder Claim**”). On consent, the Bondholder Claim was ultimately dismissed with prejudice and without costs as against the Lender pursuant to the endorsement of Mr. Justice McEwen dated March 9, 2018, a copy of which is attached as **Exhibit “O”** and an Order of Mr. Justice McEwen dated March 9, 2018, a copy of which is attached as **Exhibit “P”**.

FSCO Notice

31. The Superintendent of Financial Services (“**FSCO**”) announced on February 2, 2018 that it had issued orders against eight parties involved with syndicated mortgage investments for real estate development projects involving Fortress Real Developments Inc. The

mortgage administrator for these syndicated mortgage investments, BDMC, voluntarily agreed that its business would be managed by an arm's length administrator, FAAN Mortgage Administrators ("FAAN").

32. A copy of BDMC's Notice to Lenders dated February 22, 2018 (the "**Notice to Lenders**") declaring that FAAN was appointed as Administrator with the approval of FSCO is attached as **Exhibit "Q"**. The Notice to Lenders confirms that the Project is included among the syndicated mortgage investments that FAAN will be managing.
33. The interests of BDMC in respect of the Project over which FAAN has been appointed are subsequent in priority to the First Mortgage in favour of the Lender, as previously set out on Exhibit "F" hereto.

Construction Liens

34. Commencing on February 2, 2018, certain trades began to register Claims for Lien and Certificates of Pending Litigation against title to the Property. I am advised by Vernis Cheung, Student-at-Law at Meyer, Wassenaarr & Banach LLP ("**MWB**"), real estate counsel to the Receiver and do verily believe that a review of the Parcel Abstract for PIN 10189-0865 (LT) as at 3:03:51 PM on September 20, 2018 and the Parcel Abstract for PIN 10189-0866 (LT) as at 3:06:30 PM on September 20, 2018 for the Property reveals that the following construction liens have been registered against title to the Property:
 - (a) Summit Concrete & Drain Ltd. in the amount of \$28,024 registered on January 29, 2018 as Instrument Number AT4790996;

- (b) Summit Forming Ltd. in the amount of \$3,980,765 registered on January 29, 2018 as Instrument Number AT4790997;
- (c) D. Zentil Mechanical Inc. in the amount of \$360,540 registered on January 30, 2018 as Instrument Number AT4791585;
- (d) Atlas Dewatering Corporation in the amount of \$144,048 registered on February 13, 2018 as Instrument Number AT4801687;
- (e) Innocon, a Partnership of LaFarge Canda Inc., Lehigh Hanson Materials Limited and Innocon Inc. in the amount of \$1,168,857 registered on February 13, 2018 as Instrument Number AT4801986;
- (f) Dircam Electric Limited in the amount of \$321,158 registered on February 15, 2018 as Instrument Number AT4803253;
- (g) Dircam Electric Limited in the amount of \$818,843 registered on February 15, 2018 as Instrument Number AT4803254;
- (h) Gilbert Steel Limited in the amount of \$859,955 registered on February 22, 2018 as Instrument Number AT4807083;
- (i) The Fence People Limited in the amount of \$ 108,117.27 registered on March 1, 2018 as Instrument Number AT4813373;
- (j) Global Precast Inc. in the amount of \$818,838.68 registered on March 12, 2018 as Instrument Number AT4818840;
- (k) Summit Forming Ltd. in the amount of \$589,520 registered on April 19, 2018 as Instrument Number AT4845648;

- (l) Concrane Equipment Inc. in the amount of \$141,250 registered on April 26, 2018 as Instrument Number AT4850172;
 - (m) Aluma Systems Inc. (“**Aluma**”) in the amount of \$739,244 registered on June 28, 2018 as Instrument Number AT4897958 (the “**Aluma Lien**”);
 - (n) Stephenson’s Rental Services Inc. (“**Stephenson’s**”) in the amount of \$19,613.06 registered on July 5, 2018 as Instrument Number AT4902724; and
 - (o) Concrane Equipment Inc. in the amount of \$84,750 registered on July 18, 2018 as Instrument Number AT4912720;
- (the “**Outstanding Construction Liens**”).

- 35. I am further advised by Vernis Cheung and do verily believe that the aggregate amount of the Outstanding Construction Liens registered against title to the Property as at September 20, 2018 is \$10,183,524.65.
- 36. Each of the claimants having Outstanding Construction Liens filed a Certificate of Action against title to the Property and, with the exception of Stephenson’s issued a Statement of Claim against numerous defendants, including the Lender. Attached as **Exhibit “R”** is a listing of the actions in respect of the Outstanding Construction Liens.
- 37. Aluma commenced an action in respect of the Aluma Lien on August 1, 2018 (the “**Aluma Action**”). In addition to the other defendants to the construction lien actions, the Aluma Action also names RSM Canada Limited (“**RSM**”) as a defendant. As more particularly described below, RSM was privately-appointed by the Lender as the receiver of the Borrowers.

Issuance of Demand

38. The indebtedness owing pursuant to the Mortgage Commitment and secured, *inter alia*, by the First Mortgage, matured on December 1, 2017 and was automatically renewed for one month pursuant to the terms of the First Mortgage. The indebtedness became due and owing on January 1, 2018 and the Lender did not agree to any further extensions of the First Mortgage or the maturity date.
39. By letter dated January 24, 2018, the Lender demanded repayment from the Borrowers of all amounts then outstanding (the “**Demand**”) and delivered a Notice of Intention to Enforce Security (the “**BIA Notice**”) pursuant to Section 244 of the *Bankruptcy and Insolvency Act* (Canada). The relevant notice periods have expired. A copy of the Demand and BIA Notice are attached as **Exhibit “S”**. The notice period under the BIA Notice has expired.

Receivership Application

40. By Notice of Application issued March 1, 2018 in a proceeding commenced by the Lender bearing court file no. CV-18-593097-00CL (the “**Prior Application Proceeding**”), the Lender brought an application seeking the appointment by the Court of RSM as receiver of the Borrowers. Pursuant to the endorsements of Mr. Justice McEwen dated March 9, 2018, April 9, 2018 and April 20, 2018, the return of the application was adjourned and ultimately held in abeyance in order to determine if the conditions necessary to proceed with potential construction financing pursuant to the Re-Financing Commitment could be satisfied so that development of the Project could continue. Although some progress was made, ultimately, the construction financing pursuant to the

Re-Financing Commitment did not proceed as all of the conditions were not met. Copies of the Endorsements referred to in this paragraph are attached as **Exhibit “T”**.

41. The Lender thereafter chose to proceed in the enforcement of its rights and remedies pursuant to the terms of the First Mortgage.

Enforcement of Security

42. The Lender issued a Notice of Sale under Charge/Mortgage of Land on April 20, 2018 (“**Notice of Sale**”) under the *Mortgages Act* (Ontario). A copy of the Notice of Sale is attached as **Exhibit “U”**.
43. Pursuant to the terms of its security, including the First Mortgage, the Lender privately appointed RSM as its receiver (the “**Receiver**”) for the purpose of realizing on the collateral of the Borrowers, including but not limited to finding interested parties who may wish to purchase the Property.
44. In accordance with the terms of its engagement, the Receiver took possession of cash in the amount of \$491,000 that was on deposit with FBI. I am advised by Bryan Tannenbaum of the Receiver, and do verily believe, that the Receiver was advised by the VP of accounting of FBI, Albert Chen, that none of the cash represented trust monies and, in particular, did not constitute funds on deposit in respect of any Unit Purchase Agreements. The Receiver has utilized a significant portion of the cash to pay certain of the expenses to maintain the Property, conduct the sale process and pay professional fees, which would otherwise have had to be advanced by the Lender under the First Mortgage.

For information purposes, a copy of the Receiver's Statement of Receipts and Disbursements dated September 20, 2018 is attached as **Exhibit "V"**.

45. The total fees, expenses, disbursements and HST of the Receiver to August 31, 2018 amount to \$297,356.67. The total legal fees, disbursements and HST of counsel to the Receiver, MWB, to August 31, 2018 amount to \$84,863.11.
46. As will be more particularly described in the Report of the Receiver to be filed (the "**Receiver's Report**"), the Receiver conducted a thorough sale process in respect of the Property which resulted in the execution of an agreement of purchase and sale dated August 23, 2018 (the "**Sale Agreement**") with Empire (Water Wave) Inc. or its assignee, (the "**Purchaser**"). We have been advised by counsel to the Purchaser that the Sale Agreement will be assigned to 1704 Avenue Road GP Inc., as general partner for and on behalf of 1704 Avenue Road, LP on or immediately prior to closing. A copy of the Sale Agreement, redacted as to the sale price (and percentage of the purchase price that the deposit therefore represents), is attached as **Exhibit "W"**.
47. The fundamental terms of the Sale Agreement can be summarized as follows:
 - (a) the Purchaser is acquiring the Property, together with any fixtures or improvements on the Property but not including any Excluded Assets (as defined therein) (the "**Purchased Assets**");
 - (b) the Purchased Assets are sold on an "as is, where is" basis;
 - (c) the Receiver is holding a deposit in the amount of \$2.5 million, in trust, to be applied towards the purchase price due on closing;

- (d) closing of the transaction contemplated therein must be completed no later than October 30, 2018, unless extended as provided for therein;
- (e) the Purchased Assets are required to be conveyed pursuant to a Vesting Order issued by the Ontario Superior Court of Justice (Commercial List) on the following terms,
 - (i) vesting clear title in and to the Property free of all encumbrances (except certain Permitted Encumbrances as set out in the Sale Agreement), including but not limited to :
 - (1) the Outstanding Construction Liens; and
 - (2) any and all (i) agreements of purchase and sale for the purchase of condominium residential units, parking and locker units, (ii) rental agreements, if any, for rental units, and (iii) agreements of purchase and sale or agreements to lease for non-residential components of the Project being constructed or to be constructed on the Lands forming part of the Purchased Assets (collectively, the “**Offers**”);
 - (ii) declaring that upon completion of the closing and payment by the Receiver of all amounts owing to the Lender (including but not limited to the fees and expenses of the Receiver including its legal fees) together with any amounts having legal priority over the Lender’s Mortgage (such as property tax arrears and water arrears), the net proceeds of sale (the “**Net Proceeds**”) are to be paid into Court; and

- (iii) declaring that the Net Proceeds paid into Court stand in place and instead of the Purchased Assets and that all claims and encumbrances attach to the Net Proceeds on closing with the same (but no greater) priority as they had with respect to the Purchased Assets immediately prior to the sale of the Purchased Assets.

48. Although the Applicant has requested that the purchase price not be publicly disclosed, I can attest to the fact that, based on all information currently available to me, the proceeds of sale are more than sufficient to:

- (a) pay amounts that may have legal priority to the First Mortgage, including real property taxes, that will be required to be paid on closing;
- (b) pay all amounts owing to the Lender under the First Mortgage, including all costs, interest and fees associated therewith, and those of the Receiver and its counsel; and
- (c) permit Net Proceeds in an amount that is expected to be more than 200% of the aggregate amount of the Outstanding Construction Liens, but will in no event be less than 125%, to be paid into Court.

49. The Applicant has proposed a holdback of \$500,000 from the funds to be paid into Court to be held by the Receiver in order to pay any and all obligations of the Applicant or the Receiver incurred in relation to the Property with respect to the receivership of the Respondents, the closing of the transaction, any post-Closing matters or the implementation of the terms of this Order.

Pre-Sales of Units

50. I was advised by FBI, and do believe that the Project involves a number of pre-sales of the residential condominium units pursuant to Agreements of Purchase and Sale (each, an “**Unit Purchase Agreement**”) in respect of this Project.

51. Each Unit Purchase Agreement is in a standard template form and contains the following provisions:

15. The Purchaser covenants and agrees that **this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor [Borrowers]** [emphasis added] and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Condominium and the Condominium Documents.

16. **The Purchaser acknowledges** that notwithstanding any rule of law to the contrary, that by executing this Agreement [of Purchase and Sale], **it has not acquired any equitable or legal interest in the Unit or the Property** [emphasis added].

...

42(a). The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement ... against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein ...

52. In accordance with the terms of the Unit Purchase Agreements, the deposits paid by the unit purchasers are held in trust by legal counsel to FAR, being the law firm of Goldman, Spring, Kichler & Sanders LLP (“**FAR’s Counsel**”). Subsequent to the issuance of the Notice of Sale and the appointment of the Receiver, FAR’s Counsel issued a letter to the unit purchasers, a copy of which is attached as **Exhibit “X”**, advising them that the

Receiver and the Lender would permit the termination of the Unit Purchase Agreements and the return of the deposits delivered in respect thereto.

53. By letter dated August 29, 2018, a copy of which is attached (without attachment) as **Exhibit “Y”**, TGF, contacted FAR’s Counsel to inquire whether the list of unit purchasers as provided to them was accurate, and whether any of the unit purchasers had terminated their Unit Purchase Agreement and received a return of their deposit. TGF also requested a copy of the trust statement of FAR’s Counsel indicating the amounts held in trust for unit purchasers and the names of the unit purchasers who have terminated their agreement and received a return of their deposit. Attached as **Exhibit “Z”** is a copy of the response of FAR’s Counsel to this request indicating that, because they have outstanding accounts that have not been paid, they would not provide the information requested.
54. TGF also made a similar inquiry of counsel to Tarion to determine if they knew if any of the unit purchasers had terminated their Unit Purchase Agreement and received a return of their deposit from FAR’s Counsel. TGF was advised by counsel to Tarion that Tarion was not in possession of any of the requested information.
55. I have no personal knowledge at this time as to how many of the individual Unit Purchase Agreements may have been terminated, or how many purchaser deposits have been returned. The Lender has, itself, taken no steps in respect of any of the Unit Purchase Agreements, or any deposits that are held in respect thereof.


Service upon Unit Purchasers

56. Pursuant to the terms of the Unit Purchase Agreement, notices may be provided to the unit purchasers in writing and delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail. The Lender has compiled a list of the names, home addresses and email addresses of the unit purchasers previously provided to it by the Borrowers in accordance with the terms of the Unit Purchase Agreements.
57. Due to concerns of confidentiality with this personal information for the various individual unit purchasers, the Lender proposes to serve the within Application Record on the parties to Unit Purchase Agreements as follows:
- (a) the names, addresses and email addresses of the unit purchasers shall be maintained on a separate, confidential service list;
 - (b) service of all materials by the Lender and the Receiver shall be effected by email, with all such recipients being “blind copied” rather than identifiable;
 - (c) any materials served by other parties in this proceeding can be accessed by the unit purchasers through a website established by the Receiver (<https://rsmcanada.com/fortress-brookdale-inc>) (the “**Website**”) established by the Receiver, which shall remain operative until the Receiver’s Certificate of Completion (as defined in the draft Vesting Order) is filed with the Court; and
 - (d) any responding materials will be uploaded onto the Website by the Receiver to permit the unit holders to view such material.

Sealing Order

58. The Applicant is seeking an Order sealing the confidential appendices to the Receiver's Report (the "**Confidential Appendices**"). The Confidential Appendices contain information in respect of the sales process and Sale Agreement which, if disclosed prior to the closing of the transaction, may negatively impact completion of the Sale Agreement.
59. I swear this affidavit in support of an application by the Lender for an Order vesting the Purchased Assets in the Purchaser on the terms of the draft Vesting Order contained in the Application Record, and for no other or improper purpose.

SWORN before me at the City of Toronto,
in the Province of Ontario, this 20th day of
September, 2018.


Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

Commissioner for Taking Affidavits



FORREST TODD

This is **Exhibit "A"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.


A Commissioner for taking Affidavits, etc.

Request ID: 021311323
Transaction ID: 67208398
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/02/21
Time Report Produced: 11:57:58
Page: 1

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2453231	FORTRESS BROOKDALE INC.	2015/02/09
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
2220 HIGHWAY 7 WEST		NOT APPLICABLE
Suite # 5		New Amal. Number
CONCORD		NOT APPLICABLE
ONTARIO		Notice Date
CANADA L4K 1W7		NOT APPLICABLE
Mailing Address		Letter Date
25 BRODIE DRIVE		NOT APPLICABLE
UNIT 1		Revival Date
RICHMOND HILL		NOT APPLICABLE
ONTARIO		Continuation Date
CANADA L4B 3K7		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
Activity Classification	Number of Directors	
NOT AVAILABLE	Minimum	
	Maximum	
	00001	
	00010	
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE

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Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2453231

Corporation Name

FORTRESS BROOKDALE INC.

Corporate Name History

FORTRESS BROOKDALE INC.

Effective Date

2015/02/09

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

**Administrator:
Name (Individual / Corporation)**

SAM
CRIGNANO

Address

2220 HIGHWAY NO. 7 WEST
UNIT 5
CONCORD
ONTARIO
CANADA L4K 1W7

Date Began

2015/05/28

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 021311323
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Province of Ontario
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Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2453231

Corporation Name

FORTRESS BROOKDALE INC.

Administrator:

Name (Individual / Corporation)

SAM
CRIGNANO

Address

2220 HIGHWAY NO. 7 WEST
UNIT 5

CONCORD
ONTARIO
CANADA L4K 1W7

Date Began

2015/05/28

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

VINCE
PETROZZA

Address

25 BRODIE DRIVE
UNIT 1

RICHMOND HILL
ONTARIO
CANADA L4B 3K7

Date Began

2015/02/09

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian


Y

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Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2453231

Corporation Name

FORTRESS BROOKDALE INC.

Administrator:

Name (Individual / Corporation)

VINCE
PETROZZA

Address

25 BRODIE DRIVE
UNIT 1

RICHMOND HILL
ONTARIO
CANADA L4B 3K7

Date Began

2015/02/09

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

JAWAD
S.
RATHORE

Address

25 BRODIE DRIVE
UNIT 1

RICHMOND HILL
ONTARIO
CANADA L4B 3K7

Date Began

2015/02/09

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

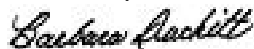
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Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2453231

Corporation Name

FORTRESS BROOKDALE INC.

Administrator:

Name (Individual / Corporation)

JAWAD
S.
RATHORE

Address

25 BRODIE DRIVE
UNIT 1

RICHMOND HILL
ONTARIO
CANADA L4B 3K7

Date Began

2015/05/28

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

VICE-PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

DANNY
SALVATORE

Address

2220 HIGHWAY NO. 7 WEST
UNIT 5

CONCORD
ONTARIO
CANADA L4K 1W7

Date Began

2015/05/28

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

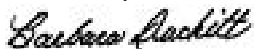
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Ministry of Government Services
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2453231

Corporation Name

FORTRESS BROOKDALE INC.

Administrator:

Name (Individual / Corporation)

DANNY

SALVATORE

Address

2220 HIGHWAY NO. 7 WEST
UNIT 5

CONCORD
ONTARIO
CANADA L4K 1W7

Date Began

2015/05/28

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

VICE-PRESIDENT

Resident Canadian

Y

Request ID: 021311323
Transaction ID: 67208398
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/02/21
Time Report Produced: 11:57:58
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2453231

FORTRESS BROOKDALE INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2016

1C

2017/05/21 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

Request ID: 021311330
Transaction ID: 67208415
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/02/21
Time Report Produced: 11:58:19
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date	
2449600	FORTRESS AVENUE ROAD (2015) INC.	2015/01/13	
		Jurisdiction	
		ONTARIO	
Corporation Type	Corporation Status	Former Jurisdiction	
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE	
Registered Office Address	Date Amalgamated	Amalgamation Ind.	
UNIT 1- 25 BRODIE DRIVE	NOT APPLICABLE	NOT APPLICABLE	
	New Amal. Number	Notice Date	
	NOT APPLICABLE	NOT APPLICABLE	
RICHMOND HILL ONTARIO CANADA L4B 3K7		Letter Date	
		NOT APPLICABLE	
Mailing Address	Revival Date	Continuation Date	
25 BRODIE DRIVE UNIT 1	NOT APPLICABLE	NOT APPLICABLE	
RICHMOND HILL ONTARIO CANADA L4B 3K7	Transferred Out Date	Cancel/Inactive Date	
	NOT APPLICABLE	NOT APPLICABLE	
	EP Licence Eff.Date	EP Licence Term.Date	
	NOT APPLICABLE	NOT APPLICABLE	
	Number of Directors Minimum Maximum	Date Commenced in Ontario	Date Ceased in Ontario
	00001 00010	NOT APPLICABLE	NOT APPLICABLE
Activity Classification			
NOT AVAILABLE			

Request ID: 021311330
Transaction ID: 67208415
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/02/21
Time Report Produced: 11:58:19
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2449600

Corporation Name

FORTRESS AVENUE ROAD (2015) INC.

Corporate Name History

FORTRESS AVENUE ROAD (2015) INC.

Effective Date

2015/01/13

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

**Administrator:
Name (Individual / Corporation)**

VINCE
PETROZZA

Address

25 BRODIE DRIVE
UNIT 1

RICHMOND HILL
ONTARIO
CANADA L4B 3K7

Date Began

2015/01/13

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 021311330
Transaction ID: 67208415
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/02/21
Time Report Produced: 11:58:19
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2449600

Corporation Name

FORTRESS AVENUE ROAD (2015) INC.

Administrator:

Name (Individual / Corporation)

VINCE
PETROZZA

Address

25 BRODIE DRIVE
UNIT 1

RICHMOND HILL
ONTARIO
CANADA L4B 3K7

Date Began

2015/01/13

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

VINCE
PETROZZA

Address

25 BRODIE DRIVE
UNIT 1

RICHMOND HILL
ONTARIO
CANADA L4B 3K7

Date Began

2015/01/13

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

VICE-PRESIDENT

Resident Canadian


Y

Request ID: 021311330
Transaction ID: 67208415
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/02/21
Time Report Produced: 11:58:19
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2449600

Corporation Name

FORTRESS AVENUE ROAD (2015) INC.

Administrator:

Name (Individual / Corporation)

JAWAD
S.
RATHORE

Address

25 BRODIE DRIVE
UNIT 1

RICHMOND HILL
ONTARIO
CANADA L4B 3K7

Date Began

2015/01/13

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

JAWAD
S.
RATHORE

Address

25 BRODIE DRIVE
UNIT 1

RICHMOND HILL
ONTARIO
CANADA L4B 3K7

Date Began

2015/01/13

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Request ID: 021311330
Transaction ID: 67208415
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/02/21
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2449600

FORTRESS AVENUE ROAD (2015) INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2016	1C	2017/11/26 (ELECTRONIC FILING)

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Request ID: 021311349
Transaction ID: 67208464
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/02/21
Time Report Produced: 11:59:30
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2467088	FERNBROOK HOMES (BROOKDALE) LIMITED	2015/05/20
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
2220 HIGHWAY NO 7 WEST		NOT APPLICABLE
Suite # UNIT 5 CONCORD ONTARIO CANADA L4K 1W7		New Amal. Number
		NOT APPLICABLE
Mailing Address		Notice Date
2220 HIGHWAY NO 7 WEST		NOT APPLICABLE
Suite # UNIT 5 CONCORD ONTARIO CANADA L4K 1W7		Letter Date
		NOT APPLICABLE
		Revival Date
		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
Activity Classification	Number of Directors	
NOT AVAILABLE	Minimum 00001 Maximum 00010	

Request ID: 021311349
Transaction ID: 67208464
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/02/21
Time Report Produced: 11:59:30
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2467088

Corporation Name

FERNBROOK HOMES (BROOKDALE) LIMITED

Corporate Name History

FERNBROOK HOMES (BROOKDALE) LIMITED

Effective Date

2015/05/20

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

SAM
CRIGNANO

Address

1 SCOTT STREET
Suite # PH1
TORONTO
ONTARIO
CANADA M5E 1A1

Date Began

2015/05/20

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 021311349
Transaction ID: 67208464
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/02/21
Time Report Produced: 11:59:30
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2467088

Corporation Name

FERNBROOK HOMES (BROOKDALE) LIMITED

Administrator:

Name (Individual / Corporation)

SAM
CRIGNANO

Address

1 SCOTT STREET

Suite # PH1
TORONTO
ONTARIO
CANADA M5E 1A1

Date Began

2015/05/20

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

SAM
CRIGNANO

Address

1 SCOTT STREET

Suite # PH1
TORONTO
ONTARIO
CANADA M5E 1A1

Date Began

2015/05/20

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

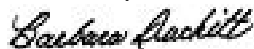
Y

Request ID: 021311349
Transaction ID: 67208464
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2467088

Corporation Name

FERNBROOK HOMES (BROOKDALE) LIMITED

Administrator:

Name (Individual / Corporation)

DANNY
SALVATORE

Address

2220 HIGHWAY NO. 7 WEST
UNIT 5

CONCORD
ONTARIO
CANADA L4K 1W7

Date Began

2015/05/20

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

DANNY
SALVATORE

Address

2220 HIGHWAY NO. 7 WEST
UNIT 5

CONCORD
ONTARIO
CANADA L4K 1W7

Date Began

2015/05/20

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Request ID: 021311349
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Category ID: (C)CC/E

Province of Ontario
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2467088

Corporation Name

FERNBROOK HOMES (BROOKDALE) LIMITED

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2016	1C	2017/06/11 (ELECTRONIC FILING)

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This is **Exhibit "B"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

PROPERTY DESCRIPTION: LOTS 33 & 34 PLAN 2371, PART LOT 42A & LOT 43A PLAN 2247 PT 1 66R29204; TOGETHER WITH AN EASEMENT OVER PT 3 66R29204 AS IN AT4379990; SUBJECT TO AN EASEMENT AS IN AT4660181; SUBJECT TO AN EASEMENT AS IN AT4753130; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2017/03/13. PLANNING ACT CONSENT AS IN TB940437. PLANNING ACT CONSENT AS IN TB940437.

ESTATE/QUALIFIER:
 FEE SIMPLE
 LT ABSOLUTE PLUS
 OWNERS' NAMES
 FORTRESS BROOKDALE INC.

RECENTLY:
 RE-ENTRY FROM 10189-0863
 CAPACITY SHARE

PIN CREATION DATE:
 2017/03/13

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **				
**SUBJECT TO SUBSECTION		44 (1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *				
**		PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **				
**		TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
NOTE:		THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY				
64BA895	1976/09/02	PLAN BOUNDRIES ACT REMARKS: RE: NY704626/PLAN 10248				C
64BA1481	1978/02/15	PLAN BOUNDRIES ACT REMARKS: RE: NY755960/PLAN 10934				C
64BA1152	1978/03/22	PLAN BOUNDRIES ACT REMARKS: RE: NY737125/PLAN 10676				C
AT3585071	2014/05/20	NOTICE	\$2	CITY OF TORONTO	MADY AVENUE ROAD LTD.	C
AT3807259	2015/02/10	TRANSFER	\$2	MADY AVENUE ROAD LTD.	FORTRESS BROOKDALE INC.	C
AT3894769	2015/05/28	CHARGE	\$6,600,000	FORTRESS BROOKDALE INC.	RW FORTRESS INC.	C
AT3955352	2015/07/23	CHARGE	\$10,300,000	FORTRESS BROOKDALE INC.	CENTRO MORTGAGE INC.	C
AT3955420	2015/07/23	TRANSFER OF CHARGE		CENTRO MORTGAGE INC.	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352.				
AT3962441	2015/07/30	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352				

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

10189-0865 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT3986534	2015/08/24	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352 AT3955352				
AT4021992	2015/09/30	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352 AT3955352				
AT4046860	2015/10/26	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352				
AT4065378	2015/11/13	CHARGE	\$5,330,000	FORTRESS BROOKDALE INC.	QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO	C
AT4065412	2015/11/13	POSTPONEMENT		RW FORTRESS INC.	QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO	C
		REMARKS: AT3894769 TO AT4065378				
AT4065413	2015/11/13	POSTPONEMENT		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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10189-0865 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4075751	2015/11/25	TRANSFER OF CHARGE		STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO		C
	REMARKS: AT3986534 TO AT4065378, (AT3955352, AT3955420, AT3962441, AT4021992, AT4046860)					
AT4110698	2016/01/07	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY		C
	REMARKS: AT3955352					
AT4130302	2016/01/27	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY		C
	REMARKS: AT3955352, AT4075751 AT3955352					
AT4158080	2016/03/02	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY		C
	REMARKS: AT4110698 AT3955352					
AT4174535	2016/03/24	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY		C
	REMARKS: AT3955352					
AT4210360	2016/05/03	APL CH NAME INST		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY		C
	REMARKS: AT3955352					
AT4216294	2016/05/12	NOTICE		RW FORTRESS INC. RW FORTRESS INC. RW FORTRESS INC. RW FORTRESS INC. RW FORTRESS INC. RW FORTRESS INC.		C
	REMARKS: AT3894769					
AT4216295	2016/05/12	TRANSFER OF CHARGE		FORTRESS BROOKDALE INC.		C
	REMARKS: AT3955352					
AT4240390	2016/06/07	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY		C
	REMARKS: AT3955352					

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10189-0865 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4243114	2016/06/09	NOTICE		FORTRESS BROOKDALE INC.	JAEKEL CAPITAL INC.	C
AT4249565	2016/06/16	NOTICE		FORTRESS BROOKDALE INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4269368	2016/07/06	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4303844	2016/08/09	NOTICE	\$2	CITY OF TORONTO	CITY OF TORONTO	C
AT4303846	2016/08/09	POSTPONEMENT		JAEKEL CAPITAL INC.	CITY OF TORONTO	C
AT4303847	2016/08/09	POSTPONEMENT		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	CITY OF TORONTO	C
AT4303848	2016/08/09	POSTPONEMENT		QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO	CITY OF TORONTO	C
AT4303858	2016/08/09	RESTRICTION-LAND		FORTRESS BROOKDALE INC.		C
AT4303860	2016/08/09	POSTPONEMENT		JAEKEL CAPITAL INC.	CITY OF TORONTO	C
AT4303861	2016/08/09	POSTPONEMENT		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	CITY OF TORONTO	C
AT4303858	2016/08/09	RESTRICTION-LAND		FORTRESS BROOKDALE INC.		C
AT4303860	2016/08/09	POSTPONEMENT		JAEKEL CAPITAL INC.	CITY OF TORONTO	C
AT4303861	2016/08/09	POSTPONEMENT		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	CITY OF TORONTO	C

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

10189-0865 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4303862	2016/08/09	POSTPONEMENT		QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO	CITY OF TORONTO	C
		REMARKS: AT4065378 TO AT4303858				
AT4304843	2016/08/10	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352, AT4269368 AT3955352				
AT4311566	2016/08/16	NOTICE		FORTRESS BROOKDALE INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352, MULTIPLE				
AT4340511	2016/09/13	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352, AT4304843 AT3955352				
AT4363739	2016/10/05	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352 AT3955352				
AT4379989	2016/10/25	NOTICE	\$2	CITY OF TORONTO		C
AT4409893	2016/11/23	NOTICE		FORTRESS BROOKDALE INC.	JAERKEL CAPITAL INC.	C
		REMARKS: AT3894769				
AT4414052	2016/11/28	NOTICE		FORTRESS BROOKDALE INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352				
AT4414053	2016/11/28	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352 AT3955352				
AT4427266	2016/12/07	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C

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10189-0865 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4457626	2017/01/12	NOTICE		FORTRESS BROOKDALE INC.	JAEREL CAPITAL INC.	C
AT4469319	2017/01/25	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4476610	2017/02/01	NOTICE		FORTRESS BROOKDALE INC.		C
AT4486280	2017/02/14	NOTICE		FORTRESS BROOKDALE INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4486281	2017/02/14	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4503127	2017/03/06	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
66R29204	2017/03/13	PLAN REFERENCE				C
AT4509599	2017/03/13	APL ABSOLUTE TITLE			FORTRESS BROOKDALE INC.	C
AT4516581	2017/03/21	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4540011	2017/04/19	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4560150	2017/05/09	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4591073	2017/06/07	CHARGE	\$18,500,000	FORTRESS BROOKDALE INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
AT4591074	2017/06/07	NO ASSGN RENT GEN		FORTRESS BROOKDALE INC.	FIRM CAPITAL MORTGAGE FUND INC.	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4591075	2017/06/07	POSTPONEMENT REMARKS: AT3894769 TO AT4591073		JAEKEL CAPITAL INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
AT4591076	2017/06/07	POSTPONEMENT REMARKS: AT3955352 TO AT4591073		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	FIRM CAPITAL MORTGAGE FUND INC.	C
AT4591077	2017/06/07	POSTPONEMENT		QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO	FIRM CAPITAL MORTGAGE FUND INC.	C
AT4619487	2017/07/06	NOTICE REMARKS: AMENDING AT3955352,		FORTRESS BROOKDALE INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4619488	2017/07/06	TRANSFER OF CHARGE REMARKS: AT3955352		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4645430	2017/08/02	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4660181	2017/08/21	TRANSFER EASEMENT	\$2	FORTRESS BROOKDALE INC.	ROGERS COMMUNICATIONS INC.	C
AT4707175	2017/10/17	CHARGE	\$4,800,000	FORTRESS BROOKDALE INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	C
AT4707176	2017/10/17	POSTPONEMENT REMARKS: AT3955352, AT4645430 TO AT4707175		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	C
AT4728397	2017/11/08	TRANSFER OF CHARGE REMARKS: AT4707175.		BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	C

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AT4732555	2017/11/15	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	C
	REMARKS: AT4707175					
AT4738233	2017/11/21	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	C
	REMARKS: AT4707175, AT4732555 AT4707175					
AT4744352	2017/11/28	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	C
	REMARKS: RE: AT4707175, AT4738233 AT4707175					
AT4752741	2017/12/06	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	C
	REMARKS: RE: AT4707175, AT4744352 AT4707175					
AT4753130	2017/12/06	TRANSFER EASEMENT	\$2	FORTRESS BROOKDALE INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
AT4762751	2017/12/18	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	C
	REMARKS: AT4707175					
AT4781690	2018/01/17	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	C
	REMARKS: AT4707175					
AT4790996	2018/01/29	CONSTRUCTION LIEN	\$28,024	SUMMIT CONCRETE & DRAIN LTD.		C
AT4790997	2018/01/29	CONSTRUCTION LIEN	\$3,980,765	SUMMIT FORMING LTD.		C
AT4791585	2018/01/30	CONSTRUCTION LIEN	\$360,540	D. ZENTIL MECHANICAL INC.		C
AT4801687	2018/02/13	CONSTRUCTION LIEN	\$144,048	ATLAS DEWATERING CORPORATION		C
AT4801986	2018/02/13	CONSTRUCTION LIEN	\$1,168,857	INNOCON LAFARGE CANADA INC. LEHIGH HANSON MATERIALS LIMITED INNOCON INC.		C
AT4803253	2018/02/15	CONSTRUCTION LIEN	\$321,158	DIRCAM ELECTRIC LIMITED		C
AT4803254	2018/02/15	CONSTRUCTION LIEN	\$818,843	DIRCAM ELECTRIC LIMITED		C

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10189-0865 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4807083	2018/02/22	CONSTRUCTION LIEN	\$859,955	GILBERT STEEL LIMITED		C
AT4813373	2018/03/01	CONSTRUCTION LIEN	\$108,117	THE FENCE PEOPLE LIMITED		C
AT4815544	2018/03/05	CERTIFICATE		INNOCON LAFARGE CANADA INC. LEHIGH HANSON MATERIALS LIMITED INNOCON INC.	FORTRESS BROOKDALE INC. JAEKEL CAPITAL INC. BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA OLYMPIA TRUST COMPANY FIRM CAPITAL MORTGAGE FUND INC. QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO	C
					REMARKS: OF ACTION - AT4801986	
AT4818840	2018/03/12	CONSTRUCTION LIEN	\$818,839	GLOBAL PRECAST INC.		C
AT4821028	2018/03/14	CERTIFICATE		D. ZENTIL MECHANICAL INC.	FORTRESS BROOKDALE INC. CENTRO MORTGAGE INC. IN TRUST OLYMPIA TRUST COMPANY QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO	C
					REMARKS: AT4791585	
AT4826878	2018/03/23	CERTIFICATE		ATLAS DEWATERING CORPORATION	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. IN TRUST JAEKEL CAPITAL INC. COMPUTERSHARE TRUST COMPANY OF CANADA	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4835898	2018/04/05	CERTIFICATE		GILBERT STEEL LIMITED		C
AT4841153	2018/04/12	CERTIFICATE		DIRCAM ELECTRIC LIMITED	ONTARIO SUPERIOR COURT OF JUSTICE	C
AT4843073	2018/04/16	CERTIFICATE		THE FENCE PEOPLE LIMITED		C
AT4845648	2018/04/19	CONSTRUCTION LIEN	\$589,520	SUMMIT FORMING LTD.		C
AT4846823	2018/04/20	CERTIFICATE		SUMMIT CONCRETE & DRAIN LTD.	FORTRESS BROOKDALE INC.	C
AT4846824	2018/04/20	CERTIFICATE		SUMMIT FORMING LTD.	FORTRESS BROOKDALE INC.	C
AT4850172	2018/04/26	CONSTRUCTION LIEN	\$141,250	CONCRANE EQUIPMENT INC.		C
AT4857277	2018/05/04	CERTIFICATE		GLOBAL PRECAST INC	FORTRESS BROOKDALE INC. JAEREL CAPITAL INC. BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA OLYMPIA TRUST COMPANY FIRM CAPITAL MORTGAGE FUND INC. QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307270 ONTARIO INC. SASSO AUTO CONSULTING INC. ANGELO GROSSI DAVID MARK DOUBILET GUS STAMATIOU ROBERT DI MATTEO TONINO AMENDOLA	C
AT4897958	2018/06/28	CONSTRUCTION LIEN	\$739,244	ALUMA SYSTEMS INC.		C
AT4902724	2018/07/05	CONSTRUCTION LIEN	\$19,613	STEPHENSON'S RENTAL SERVICES INC.		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4912720	2018/07/18	CONSTRUCTION LIEN	\$84,750	CONCRANE EQUIPMENT INC.		C
AT4920981	2018/07/26	CERTIFICATE REMARKS: ACTION; AT4850172, AT4912720		CONCRANE EQUIPMENT INC.		C
AT4927888	2018/08/02	CERTIFICATE REMARKS: ACTION, AT4897958		ALUMA SYSTEMS INC.		C
AT4951254	2018/09/05	CERTIFICATE REMARKS: ACTION AT4902724		STEPHENSON'S RENTAL SERVICES INC.		C

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

PROPERTY DESCRIPTION: LOT 32 PLAN 2371 YORK PT 2 66R29204; SUBJECT TO AN EASEMENT AS IN AT4660181; SUBJECT TO AN EASEMENT AS IN AT4753130; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2017/03/13.

ESTATE/QUALIFIER: RECENTLY:
 FEE SIMPLE RE-ENTRY FROM 10189-0245
 LT ABSOLUTE PLUS CAPACITY SHARE

OWNERS' NAMES
 FORTRESS BROOKDALE INC.

PIN CREATION DATE:
 2017/03/13

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
**SUBJECT TO SUBSECTION	44 (1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *					
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **					
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
64BA1152	1978/03/22	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY737125/PLAN 10676						
AT3585071	2014/05/20	NOTICE	\$2	CITY OF TORONTO	MADY AVENUE ROAD LTD.	C
AT3807259	2015/02/10	TRANSFER	\$2	MADY AVENUE ROAD LTD.	FORTRESS BROOKDALE INC.	C
AT3894769	2015/05/28	CHARGE	\$6,600,000	FORTRESS BROOKDALE INC.	RW FORTRESS INC.	C
AT3955352	2015/07/23	CHARGE	\$10,300,000	FORTRESS BROOKDALE INC.	CENTRO MORTGAGE INC.	C
AT3955420	2015/07/23	TRANSFER OF CHARGE		CENTRO MORTGAGE INC.	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	C
REMARKS: AT3955352.						
AT3962441	2015/07/30	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	C
REMARKS: AT3955352						
AT3986534	2015/08/24	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	C
REMARKS: AT3955352 AT3955352						
AT4021992	2015/09/30	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	C
REMARKS: AT3955352 AT3955352						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4046860	2015/10/26	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352				
AT4065378	2015/11/13	CHARGE	\$5,330,000	FORTRESS BROOKDALE INC.	QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO	C
AT4065412	2015/11/13	POSTPONEMENT		RW FORTRESS INC.	QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO	C
AT4065413	2015/11/13	POSTPONEMENT		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO	C
AT4075751	2015/11/25	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352				

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AT4110698	2016/01/07	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	C
				REMARKS: AT3955352, AT4075751 AT3955352		
AT4130302	2016/01/27	TRANSFER OF CHARGE		CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	C
				REMARKS: AT4110698 AT3955352		
AT4158080	2016/03/02	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
				REMARKS: AT3955352		
AT4174535	2016/03/24	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
				REMARKS: AT3955352		
AT4210360	2016/05/03	APL CH NAME INST		RW FORTRESS INC. RW FORTRESS INC. RW FORTRESS INC. RW FORTRESS INC. RW FORTRESS INC. RW FORTRESS INC.	JAEKEL CAPITAL INC.	C
				REMARKS: AT3894769		
AT4216294	2016/05/12	NOTICE		FORTRESS BROOKDALE INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
				REMARKS: AT3955352		
AT4216295	2016/05/12	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
				REMARKS: AT3955352		
AT4240390	2016/06/07	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
				REMARKS: AT3955352		
AT4243114	2016/06/09	NOTICE		FORTRESS BROOKDALE INC.	JAEKEL CAPITAL INC.	C
				REMARKS: AT3894769		
AT4249565	2016/06/16	NOTICE		FORTRESS BROOKDALE INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
				REMARKS: AT3955352		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4269368	2016/07/06	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
		REMARKS: AT3955352, AT4240390 AT3955352				
AT4303844	2016/08/09	NOTICE	\$2	CITY OF TORONTO		C
AT4303846	2016/08/09	POSTPONEMENT		JAEKEL CAPITAL INC.	CITY OF TORONTO	C
		REMARKS: AT3894769 TO AT4303844				
AT4303847	2016/08/09	POSTPONEMENT		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	CITY OF TORONTO	C
		REMARKS: AT3955352 TO AT4303844				
AT4303848	2016/08/09	POSTPONEMENT		QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO	CITY OF TORONTO	C
		REMARKS: AT4065378 TO AT4303844				
AT4303858	2016/08/09	RESTRICTION-LAND		FORTRESS BROOKDALE INC.		C
AT4303860	2016/08/09	POSTPONEMENT		JAEKEL CAPITAL INC.	CITY OF TORONTO	C
		REMARKS: AT3894769 TO AT4303858				
AT4303861	2016/08/09	POSTPONEMENT		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	CITY OF TORONTO	C
		REMARKS: AT3955352 TO AT4303858				
AT4303862	2016/08/09	POSTPONEMENT		QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS	CITY OF TORONTO	C

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AT4304843	2016/08/10	TRANSFER OF CHARGE		DI MATTEO, ROBERT AMENDOLA, TONINO	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4311566	2016/08/16	NOTICE		FORTRESS BROOKDALE INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4340511	2016/09/13	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4363739	2016/10/05	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4379989	2016/10/25	NOTICE	\$2	CITY OF TORONTO		C
AT4409893	2016/11/23	NOTICE		FORTRESS BROOKDALE INC.	JAEKEL CAPITAL INC.	C
AT4414052	2016/11/28	NOTICE		FORTRESS BROOKDALE INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4414053	2016/11/28	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4427266	2016/12/07	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4457626	2017/01/12	NOTICE		FORTRESS BROOKDALE INC.	JAEKEL CAPITAL INC.	C
AT4469319	2017/01/25	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C

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

10189-0866 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4476610	2017/02/01	NOTICE		FORTRESS BROOKDALE INC.		C
	REMARKS: AT4286895					
AT4486280	2017/02/14	NOTICE		FORTRESS BROOKDALE INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
	REMARKS: AT3955352					
AT4486281	2017/02/14	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
	REMARKS: AT3955352					
AT4503127	2017/03/06	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
	REMARKS: AT3955352					
66R29204	2017/03/13	PLAN REFERENCE				C
AT4509599	2017/03/13	APL ABSOLUTE TITLE				C
	REMARKS: AT4286895 & AT4476610					
AT4516581	2017/03/21	TRANSFER OF CHARGE		FORTRESS BROOKDALE INC.		C
	REMARKS: AT3955352 & AT4503127					
AT4540011	2017/04/19	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
	REMARKS: AT3955352					
AT4560150	2017/05/09	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4591073	2017/06/07	CHARGE	\$18,500,000	FORTRESS BROOKDALE INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
	REMARKS: CONTINUANCE OF REGISTRATION NUMBER AT4303858					
AT4591074	2017/06/07	NO ASSGN RENT GEN		FORTRESS BROOKDALE INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
	REMARKS: AT4591073.					
AT4591075	2017/06/07	POSTPONEMENT		JAEKEL CAPITAL INC.	FIRM CAPITAL MORTGAGE FUND INC.	C
	REMARKS: AT3894769 TO AT4591073					
AT4591076	2017/06/07	POSTPONEMENT		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	FIRM CAPITAL MORTGAGE FUND INC.	C

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10189-0866 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4591077	2017/06/07	POSTPONEMENT		QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO	FIRM CAPITAL MORTGAGE FUND INC.	C
AT4619487	2017/07/06	NOTICE		FORTRESS BROOKDALE INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4619488	2017/07/06	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4645430	2017/08/02	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	C
AT4660181	2017/08/21	TRANSFER EASEMENT	\$2	FORTRESS BROOKDALE INC.	ROGERS COMMUNICATIONS INC.	C
AT4707175	2017/10/17	CHARGE	\$4,800,000	FORTRESS BROOKDALE INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	C
AT4707176	2017/10/17	POSTPONEMENT		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	C
AT4728397	2017/11/08	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	C
AT4732555	2017/11/15	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	C
AT4738233	2017/11/21	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA	C

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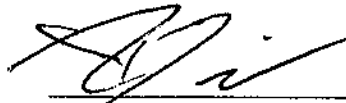
10189-0866 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
					OLYMPIA TRUST COMPANY FIRM CAPITAL MORTGAGE FUND INC. QUINCY INVESTMENTS LIMITED 969592 ONTARIO LIMITED 969593 ONTARIO LIMITED 2307271 ONTARIO INC. SASSO AUTO CONSULTING INC. GROSSI, ANGELO DOUBILET, DAVID MARK STAMATIOU, GUS DI MATTEO, ROBERT AMENDOLA, TONINO	
		REMARKS: OF ACTION - AT4801986				
AT4818840	2018/03/12	CONSTRUCTION LIEN	\$818,839	GLOBAL PRECAST INC.		C
AT4826878	2018/03/23	CERTIFICATE		ATLAS DEMATERING CORPORATION		C
		REMARKS: AT4801687				
AT4835898	2018/04/05	CERTIFICATE		GILBERT STEEL LIMITED		C
		REMARKS: CERTIFICATE OF ACTION				
AT4841153	2018/04/12	CERTIFICATE		DIRCAM ELECTRIC LIMITED	ONTARIO SUPERIOR COURT OF JUSTICE	C
		REMARKS: AT4803253 AND AT4803254				
AT4843073	2018/04/16	CERTIFICATE		THE FENCE PEOPLE LIMITED		C
		REMARKS: AT481373				
AT4845648	2018/04/19	CONSTRUCTION LIEN	\$589,520	SUMMIT FORMING LTD.		C
AT4846823	2018/04/20	CERTIFICATE		SUMMIT CONCRETE & DRAIN LTD.	FORTRESS BROOKDALE INC.	C
		REMARKS: CERTIFICATE OF ACTION, AT4790996 AND AT4795274				
AT4846824	2018/04/20	CERTIFICATE		SUMMIT FORMING LTD.	FORTRESS BROOKDALE INC.	C
		REMARKS: CERTIFICATE OF ACTION, AT4790997, AT4795275, AND AT4845648,				
AT4850172	2018/04/26	CONSTRUCTION LIEN	\$141,250	CONCRANE EQUIPMENT INC.		C
AT4857277	2018/05/04	CERTIFICATE		GLOBAL PRECAST INC	FORTRESS BROOKDALE INC. JAEKEL CAPITAL INC. BUILDING & DEVELOPMENT MORTGAGES CANADA INC. COMPUTERSHARE TRUST COMPANY OF CANADA OLYMPIA TRUST COMPANY	C

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This is Exhibit "C", referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Provisor of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

BENEFICIAL OWNER CHARGE & DIRECTION

This Agreement dated the 12th day of May, 2017.

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

(the "Lender")

OF THE FIRST PART

- and -

FORTRESS BROOKDALE INC.

(the "Nominee")

OF THE SECOND PART

- and -

FORTRESS AVENUE ROAD (2015) INC.

FERNBROOK HOMES (BROOKDALE) LIMITED

(collectively the "Beneficial Owner")

OF THE THIRD PART

WHEREAS:

1. The Nominee is indicated as the registered owner of the lands and premises described in Schedule "A" attached hereto, together with the buildings and structures situated thereon, the rents, income and proceeds derived therefrom and all assets and personal property related thereto or found thereon (collectively the "Property");
2. The Nominee is holding the Property in trust, as bare trustee and nominee for the Beneficial Owner who is the sole beneficial owner of the Property;
3. The Beneficial Owner, together with the Nominee execute and deliver to Firm Capital Corporation a letter of commitment dated April 18, 2017, as thereafter amended from time to time (collectively the "Commitment"), which Commitment has been assigned to the Lender and provides for the granting to the Lender for the granting of a first mortgage against all of the Property in the principal amount of **Eighteen Million, Five Hundred Thousand Dollars (\$18,500,000.00)** (the "Mortgage") charging both the legal and beneficial interests in the Property and provides for the granting of certain other security documentation.

NOW THEREFORE:

In consideration of the sum of Two (\$2.00) Dollars paid by the Lender to the Nominee and the Beneficial Owner and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by them:

1. The Beneficial Owner confirms that it is the sole beneficial owner of the Property.
2. The Nominee confirms that it holds title to the Property as bare trustee for and on behalf of the Beneficial Owner.

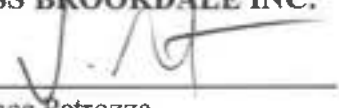
3. The Beneficial Owner confirms that the Nominee has the power and capacity to borrow money on behalf of the Beneficial Owner and the Beneficial Owner acknowledges, confirms, ratifies, authorizes and consents to the Nominee's execution and delivery of any subsequent amendments to the Commitment, together with such security, information and documentation required by the Lender in respect thereof, including without limitation the execution and delivery to the Lender of Charge/Mortgage, Assignment of Rents, General Security Agreement, Assignment and Pledge of Securities, Assignment of Agreements of Purchase and Sale, Assignment of Material Agreement, Construction Lien Act Indemnity and such other covenants and undertakings in favour of the Lender as may be required by the Lender (collectively, the "**Security Documents**"). The Beneficial Owner unconditionally and irrevocably instructs, authorizes and requests the Nominee to enter into, execute and deliver the Security Documents. The Security Documents shall constitute a charge on both the legal and beneficial interests of the Nominee and the Beneficial Owner, respectively, in the subject matter thereof.
4. The Beneficial Owner hereby mortgages and charges in favour of the Lender as security for the indebtedness to the Lender all of its right, title and interest in and to the Property as mortgaged and charged by the Security Documents on the same terms and conditions as are set out in the Security Documents and, without limitation, the Beneficial Owner agrees to be bound by all express and implied covenants and agreements of the Nominee in the Security Documents.
5. The Beneficial Owner for itself, its successors and assigns hereby covenants and agrees that it will and shall be estopped from raising any disability or lack of right or authority of the Nominee as a defence or bar to any action or realization by the Lender in connection with the Property and the Security Documents.
6. The Beneficial Owner and the Nominee represent and warrant that unless otherwise disclosed by the records of the land titles office in which the Property is registered, neither the Nominee nor the Beneficial Owner has mortgaged, assigned, pledged, hypothecated, charged or otherwise encumbered the beneficial and legal interest in the Property.
7. The Beneficial Owner and the Nominee each hereby jointly and severally covenant and agree with the Lender as follows:
 - (a) to pay or cause to be paid to the Lender the monies evidenced and secured by the Security Documents;
 - (b) that every covenant, warranty, representation, proviso, condition and stipulation contained in the Commitment and the Security Documents shall apply to and bind the Beneficial Owner in the same manner and to the same effect as if the Beneficial Owner had been the grantor thereof or a party thereto and had executed the Security Documents and each of the Beneficial and the Nominee covenants with the Lender to do, observe, keep and perform every such covenant, act, proviso, condition or stipulation respectively therein on the part of the grantor to be done, observed, kept and performed.
8. The Beneficial Owner acknowledges and agrees that this Indenture constitutes an irrevocable direction and authorization of and by the Beneficial Owner to the Lender to pay all advances under the Loan to the Nominee or as the Nominee or the Beneficial Owner may otherwise direct in writing.
9. The Beneficial Owner hereby covenants and agrees to indemnify and save the Lender harmless from and against all costs, losses, expenses and damages the Lender may suffer as a result of default by the Nominee in the performance of any of the Nominee's covenants or obligations under the Security Documents.
10. The recitals contained herein are true and form a part of this Agreement.
11. The parties hereto shall execute such further and other assurances, instruments, assignments, declarations and other documents as may be reasonably required to give full effect to this Indenture.

12. This Agreement shall enure to the benefit of and shall be binding on the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed on the date set out above.

Nominee:

FORTRESS BROOKDALE INC.

Per: 
Name: Vince Petrozza
Title: Secretary

Per: _____
Name: Danny Salvatore
Title: First Vice President

We have authority to bind the Corporation

Beneficial Owners:

FORTRESS AVENUE ROAD (2015) INC.

Per: 
Name: Vince Petrozza
Title: Secretary

I have authority to bind the Corporation

FERNBROOK HOMES (BROOKDALE) LIMITED

Per: _____
Name: Danny Salvatore
Title: President

I have authority to bind the Corporation


12. This Agreement shall enure to the benefit of and shall be binding on the parties hereto and their respective successors and permitted assigns.

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FERNBROOK HOMES (BROOKDALE) LIMITED

Per: 
Name: Danny Salvatore
Title: President

I have authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION

PIN: 10189-0865 (LT)

Lots 33 and 34, Plan 2371, Part of Lots 42A and Lot 43A, Plan 2247, designated as Part 1 on Plan 66R29204; t/w an easement over Part 3 on Plan 66R29204 as in AT4379990, City of Toronto

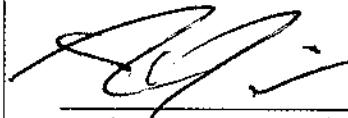
PIN: 10189-0866 (LT)

Lot 32, Plan 2371, Township of York, designated as Part 2 on Plan 66R29204, City of Toronto

In the Land Titles Division of the Toronto Registry Office (No. 66)

robapp\

This is Exhibit "D", referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

Firm Capital Corporation

Mortgage Banking • Real Estate Capital
163 Cartwright Avenue
Toronto, Ontario
M8A 1V5
Tel: 416-635-0221
Fax: 416-635-1713

FIRM CAPITAL CORPORATION, AS TRUSTEE MORTGAGE LOAN COMMITMENT ("the Commitment")

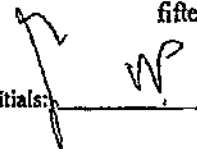
April 18, 2017

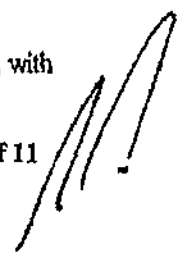
TO: FORTRESS BROOKDALE INC., C/O VINCE PETROZZA

**RE: 1678-1704 AVENUE ROAD, 375-377 FAIRLAWN AVENUE AND 412-416
BROOKDALE AVENUE, TORONTO, ONTARIO.**

We are pleased to advise that your application for First Mortgage financing on the above-noted property (the "Loan") has been approved, subject to the following terms and conditions, and subject to all legal matters and documentation being to the complete satisfaction of Firm Capital Corporation ("FCC"), and the registered mortgagees under the subject loan facility (the "Lender"), and their solicitors.

- PURPOSE** : Refinance
- BORROWERS** : Fortress Brookdale Inc. (as nominee), Fortress Avenue Road (2015) Inc. (as beneficial owner) and Fernbrook Homes (Brookdale) Limited (as beneficial owner), jointly and severally (collectively the "Borrower").
- LOAN AMOUNT** : \$18,500,000.00 first mortgage loan.
See the "Loan Facilities & Conditions" section in this Commitment for the advance of funds conditions.
- INTEREST RATE** : Floating at the greater of 8.00% per annum, or the TD Canada Trust Posted Bank Prime Rate of Interest from time to time plus 5.00% Per Annum.
- TERM** : 6 months, from the interest adjustment date.
- AMORTIZATION** : 0, Interest Only.
- REPAYMENT** : Due monthly, not in advance, with interest being calculated daily, and compounded monthly on each payment date on the total of the principal balance plus accrued interest outstanding on the payment date.
- PREPAYMENT PRIVILEGES** : Open for repayment on any date upon NIL (0) month interest penalty, with fifteen (15) days prior written notice.

Borrower &
Guarantors Initials: 

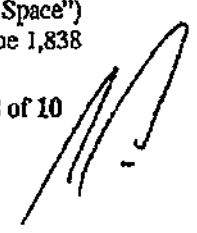
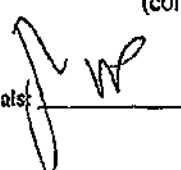
Page 1 of 11 

- LOAN SECURITY** : The Lender under the Loan will receive the following security:
1. A first mortgage on the lands and all existing and future improvements municipally known as 1678-1704 AVENUE ROAD, 375-377 FAIRLAWN AVENUE AND 412-416 BROOKDALE AVENUE, TORONTO, ONTARIO.
 2. An assignment of the Borrower's rights under Agreements of Purchase and Sale.
 3. An assignment of all municipal approvals & agreements, construction contracts, project letters of credit, and architectural & mechanical drawings.
 4. An assignment and pledge of all securities posted in relation to the subject property, including, but not limited to, cash security posted (i) directly with Tarion, (ii) directly with the city/town/municipality, and (iii) or posted with a financial institution as security for letters of credit for the project. The Borrower is to provide a direction to the party holding the cash security (i.e. Tarion, City/Municipality, Financial Institution, etc.) directing all releases/reductions in the cash security to the Lender.
 5. A General Security Agreement for the Borrower and corporate guarantors, and an Assignment of Rents and Leases, registered under PPSA.
 6. Assignments and Postponements of Claim from (i) all shareholders/unit holders of the Borrower, and (ii) all related party debt holders of the Borrower and corporate Guarantors.
 7. The guarantees and assignments & postponements of claim from (i) FORTRESS REAL DEVELOPMENTS INC., (ii) CITYZEN DEVELOPMENT (2005) INC., (iii) VINCENZO PETROZZA, AND (iv) JAWAD RATHORE (collectively the "Guarantors") jointly and severally with the Borrower as principle debtors and not as surety, to repay the loan. The guarantee of Cityzen 2005 Inc. shall be limited to \$3,625,000 plus accrued interest and costs thereon.
 8. Any other reasonable security documentation requested by the Lender's solicitor.

DISBURSEMENTS : Funds must be advanced on or before May 5, 2017, failing which this Commitment will be cancelled or extended at FCC's sole option.

PROPERTY DESCRIPTION : The subject property is comprised of 1.069 acre residential development site that is approved for the development of a 7-storey mixed use building with 173,503 sq. ft. of gross floor area. The Borrower will be constructing a 7-storey building on the property that will be a mix of 62 residential condominium units (the "Condos"), 18 residential rental units (the "Rental Units") and 19,235 sq. ft. of ground floor retail space (the "Retail Space") (collectively the "Project"). The average size of the Condos will be 1,838

Borrower &
Guarantors Initials: _____



sq. ft. (113,943 sq. ft. of net saleable area in total), and the average size of the Rental Units will be 645 sq. ft. (11,607 sq. ft. of total net leasable space). The building will also contain 3 levels of underground parking (190 parking spaces). The construction of the Project has commenced with demolition completed and excavation and shoring currently underway.

LOAN FEES:

The Borrower and Guarantors acknowledge and agree that in consideration for FCC furnishing this Commitment, to pay to FCC the following fees:

Origination Fee : ██████████ TO: Firm Capital Corporation
Commitment Fee : ██████████ TO: Firm Capital Corporation

The ██████████ Commitment Fee and ██████████ Origination Fee shall be deemed to have been fully earned by FCC upon acceptance of this Commitment. The Borrower hereby irrevocably directs the Lenders solicitor to pay from the closing proceeds, the outstanding balance of the subject fees. At the time of acceptance of this Commitment, the Borrower and Guarantors agree to pay ~~\$100,000.00~~ as a partial payment on account of the above fees (the "Standby Fee"), and the balance thereof shall be due and payable on the closing date. Should the Borrower fail to close this transaction through no fault of the Lender's, the Standby Fee shall be retained as liquidated damages, and not as a penalty, and this Commitment shall be cancelled with no other fees due to FCC. The Borrower and Guarantors acknowledge and agree that no interest shall be paid to the Borrower and/or Guarantors on the Standby Fee.

LOAN FACILITIES & CONDITIONS:

Funds under this facility will be advanced under the following loan facilities, and will be subject to the conditions of each loan facility:

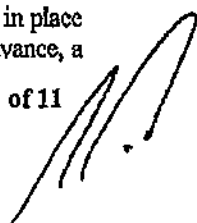
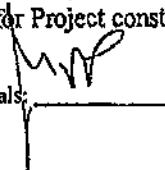
FACILITY AMOUNT	FACILITY TYPE & CONDITIONS
\$17,000,000.00	Land Advance Facility The land advance will be made at closing, with \$14,000,000 to be utilized to refinance the existing first mortgage land loan.
\$ 1,500,000.00	Construction Hard Cost Facility The Construction Hard Cost Facility will be advanced in as many draws as required on a work in place basis as per the Project budget certified by the Project Monitor. Each advance will only be completed upon receiving a satisfactory Monitor Report confirming the work in place. The Construction Hard Costs Facility will only fund construction hard cost work in place at the Project that were incurred after April 1, 2017 and were not funded by the Land Advance Facility.
\$18,500,000.00 TOTAL LOAN FACILITY	

CONSTRUCTION LOAN CONDITIONS:

The Loan shall be subject to the following conditions, which the Borrower and Guarantors jointly covenant to fulfill to the Lender's complete satisfaction:

1. All advances, after the initial \$17,000,000 Land Advance, will be advanced on a work in place basis for Project construction hard costs incurred after April 1, 2017. Prior to each advance, a

Borrower &
Guarantors Initials: _____



Monitor Report will be required confirming that the work in place. All funds will be advanced to the Borrower unless a default occurs at which point the Lender reserves the right cease all advances or to pay the trades directly.

2. Prior to each advance of funds the Borrower will provide to the Lender a statutory declaration confirming that all trades have been paid to date, or will be paid to date from the advance, for the work completed to date. All funds are to be used for construction of the Project, no Loan funds are to be used for any other property / project.
3. This Loan will be subject to standard Construction Lien Act requirements. At the time of each construction advance, the advance amount will be determined by the Monitor Report, which will include a certification of the amount of funds not to be advanced pursuant to the Construction Lien Act (the "Lien Holdback"). Partial advances of the Lien Holdback will be permitted provided that same is certified by the Project Monitor.
4. Prior to each advance of funds, the Borrower will provide at their own expense a satisfactory Monitor Report (as detailed later herein) to the Lender confirming the work has been completed in accordance with the Project budget, confirming the work in place, the Lien Holdback, and confirming the cost to complete the Project. The Borrower acknowledges that in the event the Borrower does not request a construction draw on a regular monthly basis, the Lender may inspect or cause the Project Monitor to inspect the Project at any time, at the expense of the Borrower.
5. At the Lender's option, each advance will be conditional on the Lender performing a satisfactory site inspection.
6. The Borrower shall pay to FCC a Construction Advance Administration fee of \$500.00 per advance.
7. The Borrower and or Guarantors (subject to the guarantee limitations outlined in the "Loan Security" section) covenant to pay all cost overruns (including monthly interest cost / payments) from their own resources on a consolidated Project.
8. Prior to the first advance of funds the Borrower will provide detailed confirmation of the Project cost, and equity as detailed below:

PROJECT COST:

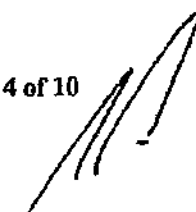
Land Cost	\$25,854,936
Soft Costs	\$ 4,266,704
Marketing & Administration	\$ 5,630,829
Financing Costs	\$ 5,877,640
Construction Hard Costs	\$47,696,709
Operating Costs & HST on Rental Units	\$ 1,211,902
Contingencies	\$ 3,761,852
Less: Offsetting Income (Occupancy Fees, etc.)	(\$ 1,300,572)
Total Project Cost	<u>\$93,000,000</u>

There shall be no funds advanced under the Loan until the Lender has been provided with confirmation that the Borrower's equity in the Project is not less than \$9,800,000. The Borrower covenants to keep at least \$9,800,000 of equity in the Project at all times, failing which the Loan shall be in default.

Borrower &
Guarantors Initials:

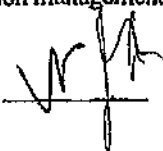


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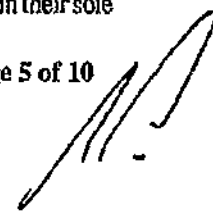


9. The Borrower is to provide to the Lender, prior to each construction advance, the applicable phased building permits confirming the ability to construct work currently in progress at the Project.
10. Prior to the first advance of funds required will be a satisfactory appraisal report (Lender acknowledges receipt of the appraisal report) confirming the As Is Land Value of the property is at least \$ [REDACTED] (based on land value only). The appraisal report is to be to the complete satisfaction of FCC as to content and value and is to be prepared by Blake, Matlock and Marshall Ltd.
11. The Loan is subject to confirmation that all existing registered mortgages and encumbrances are in good standing with no history of arrears. Solicitor to confirm same prior to advance of funds, and provide copies of discharge and pay out statements with respect to any mortgages to be discharged at closing.
12. The Loan is subject to credit review (including but not limited to Credit Checks, Bank & Mortgage Ratings) on all the applicants (as per General Mortgage Loan Condition clause #13), same to be to the complete satisfaction of FCC.
13. Any subsequent financing and refinancing of the property is subject to the approval of the Lender. The Lender acknowledges and agrees that the following mortgage charges may be registered on the subject property: (i) a second mortgage held by Westmount Guarantee to secure the Taron Bond for the Project and secure the release of purchaser's deposits into the Project (the "Deposits Mortgage"), (ii) a \$4,100,000 third mortgage held by Quincy Investments Limited (registered in the amount of \$5,330,000, but with no further funds to be advanced), (iii) a \$571,000 fourth mortgage held by Jaekel Capital Inc. (registered in the amount of \$675,000, but with no further funds to advanced), and (iv) a \$19,420,000 fifth mortgage held by Building & Development Mortgages Canada Inc. (or a related entity) to secure the equity in the Project. The registration of the aforementioned charges shall be subject to (a) each charge postponing to the Loan, (b) the Lender being satisfied, in their sole and reasonable discretion, with terms and conditions of each charge, and (c) at the Lender's option, the Lender entering into priority and standstill agreements with each charge holder, with the terms and conditions of the priority and standstill agreements to be to the complete satisfaction of the Lender, in their sole and reasonable discretion. The Lender acknowledges that they shall postpone their general security agreement to the Deposits Mortgage only with respect to the purchaser's deposits.
14. The Lender acknowledges that they will postpone their mortgage charge on the subject property to any government obligations (i.e. site plan agreements, easements, etc.) required for a project of this nature.
15. The Borrower must have a bank account, at an institution designated by the Lender, to be used specifically for the Project, with each advance made under the Loan to be deposited to this specific bank account. All cheques issued on the specific bank account are to be for expenditures relating to the Project alone.
16. There shall be no funds advanced under the Loan until the Lender has been provided with confirmation that (i) Cityzen Development (2005) Corp. is the Project manager, and (ii) Dominus Construction (2005) Corporation will be the construction manager. The form and content of the construction management contract must be to the complete satisfaction of the Lender in their sole

Borrower &
Guarantors Initials:



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discretion. The Borrower and Guarantor acknowledge and agree that they are not permitted to change the Project manager or the construction manager without the Lender's prior written consent. A failure to obtain the Lender's written consent prior to changing the construction manager shall be an event of default under the Loan. The Lender acknowledges that the Project manager and/or the construction manager shall be permitted to be changed to another entity that is an affiliate of Fernbrook Homes or Cityzen Developments, without consent from the Lender, provided the Lender is given 30 days prior written notice of the change in construction manager.

PROJECT MONITOR:

The Borrower shall retain the following firm as the project monitor (the "Project Monitor"), and the Borrower acknowledges that the Project Monitor will act as an agent for the Borrower:

PROJECT MONITOR: FINNEGAN MARSHALL

REPORT REQUIRED: Certificate confirming (i) the project budget, (ii) the work in place at the project, and (iii) the cost to complete the Project.

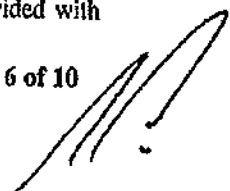
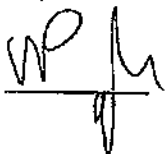
The Borrower agrees to pay all cost associated with monitoring the project. Each report from the Project Monitor (the "Monitor Report") is to be to the complete satisfaction of the Lender. The Borrower and Guarantor acknowledge and agree that Lender is not responsible for the actions of the Project Monitor.

RESTRICTIVE CONDITIONS:

The Loan is subject to the following restrictive conditions that the Borrower and or Guarantors covenant to follow:

1. There shall be no advances under the Loan until the Lender has been provided with satisfactory confirmation that final approval for the Project, including Site Plan approval, has been obtained by the Borrower.
2. There shall be no advances under the Loan until the Lender has been provided with satisfactory confirmation that all required Letters of Credit for the Project have been posted from the Borrower's resources. The Lender shall be provided with an assignment of all cash security posted in relation to the Project Letters of Credit.
3. There shall be no advances under the Loan until the Lender has been provided with satisfactory confirmation that the Borrower has obtained firm and binding Agreements of Purchase and Sale for at least 50 Qualified Sales (as defined below) of residential condominium units, that represent an average gross revenue per sq. ft. (including parking) of at least \$760 per sq. ft., with contracted staged deposits from these pre-sales totalling at least \$15,000,000. A unit pre-sale will become a Qualified Sale upon each of the following conditions having been met:
 - (i) The sale is to an arms-length purchaser
 - (ii) Contracted deposits that are satisfactory to Lender, in their sole discretion
 - (iii) Westmount Guarantee has confirmed that the purchaser's deposits are available to be released into the Project
4. There shall be no advances under the Loan until the Lender has been provided with confirmation that the project is enrolled with Tarion and that all required security has been posted with Tarion in connection with same.
5. There shall be no funds advanced under the Loan until the Lender has been provided with

Borrower &
Guarantors Initials:



evidence that tendered fixed price contracts, or binding letters of intent, based on final approved building plans have been obtained for at least 60% of all Project construction hard costs, with such evidence to be to the complete satisfaction of the Lender in their sole and reasonable discretion.

6. There shall be no funds advanced under the Loan until the Lender has been provided with confirmation that:
 - (i) The commitment letter for the Deposits Mortgage has been executed by the Borrower to permit \$14,000,000 of purchaser's deposits to be released into the Project to pay Project costs.
 - (ii) Confirmation that at least \$12,000,000 of purchaser's deposits have been received to date and are available for release into the Project (including any deposits already released).

AGREEMENTS OF PURCHASE AND SALE AND PURCHASER DEPOSITS:

The following conditions shall apply to the agreements of purchase and sale and purchasers deposits relating to the project:

1. All Agreements of Purchase and Sale are to be to the satisfaction of the Lender as to Price, contracted deposits, form, and content. The Borrower will provide the Lender with any Agreements of Purchase and Sale within 5 business days of an offer being received.
2. The Lender must be provided with the full contact details (mailing address and telephone numbers) for each purchaser.
3. All deposits are to be held in the trust account of the law firm of Goldman Spring Kichler & Sanders LLP ("GSKS"), and the Borrower hereby irrevocably undertakes to remit the deposits received to GSKS, with failure to do so, at the Lender's option, being an event of default under the loan security.

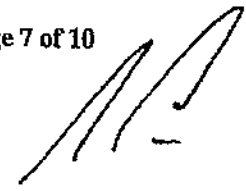
GENERAL MORTGAGE LOAN CONDITIONS:

Please see the attached Schedule "A", which forms a part of this Commitment, for the General Loan Conditions.

SYNDICATION & COMMITMENT CONFIRMATION:

FCC shall have 3 business days following the acceptance of this Commitment, and upon receipt of all the requested underwriting information to syndicate a portion of the Loan in an amount to be determined by FCC at its sole discretion and subject to terms satisfactory to FCC, failing which this Commitment will be cancelled and the Commitment Fee partial payment previously described will be returned to the Borrower without deduction or interest. The Borrower and Guarantors consent to the disclosure by FCC and/or the Lender to any such prospective assignee / participant of all information and documents regarding the Loan, the Borrower and the Guarantors within the possession or control of FCC or the Lender. It is further agreed that the acceptance and return of this Commitment shall not bind FCC or the Lender to advance the Loan and that this Commitment is conditional for a period of 3 business days following the provision of all required underwriting information by the Borrower, upon FCC and/or the Lender's credit committee approval of the Loan and delivery to the Borrower of a letter from FCC confirming such approval (the "Commitment Confirmation"). If no Commitment Confirmation is so provided, this Commitment shall be null and void and shall be of no further effect and the Standby Fee paid hereunder shall be repaid to the Borrower without deduction or interest. Upon delivery by FCC of the Commitment Confirmation, this Commitment shall be binding on the parties hereto.

Borrower &
Guarantors Initials: 

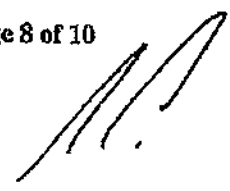
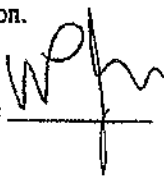
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REQUIRED PRIOR TO CLOSING:

The advance of funds under the Loan is subject to the following conditions and subject to receiving the following documentation, which must be to the Lenders satisfaction in their sole, arbitrary and subjective discretion:

- (A) A completed Firm Capital Corporation Mortgage Loan Application and statement of net worth for the personal Guarantors.
- (B) A copy of the most recent 2 years Financial Statements of the Borrower and corporate Guarantors.
- (C) A copy of the most recent 2 years Notice of Assessment for the Borrower and Guarantors.
- (D) A current appraisal report, not older than 30 days prior to funding, and being addressed to the Lender.
- (E) The Builder is to provide a past building experience resume to the satisfaction of the Lender.
- (F) Environmental Site Assessment of the property, addressed to the Lender, confirming the site will be free of all environmental contamination upon the completion of the excavation of the property, with the cost of any soil remediation to already be included in the Project budget. The report is to be completed by QP Environmental Consultants Inc., and the Lender is to be provided with confirmation that the engineer's liability is limited to an amount that is satisfactory to the Lender.
- (G) A Geotechnical Report on the property, addressed to the Lender, confirming that there are no negative impediments that could adversely affect construction at the property. The report is to be completed by an engineer that is satisfactory to the Lender, and the Lender is to be provided with confirmation that the engineer's liability is limited to an amount that is satisfactory to the Lender.
- (H) Copies of existing mortgage charges, along with current mortgage statements.
- (I) A copy of the Agreement of Purchase and Sale for each pre-sale
- (J) A copy of the Transfer/Deed for the property.
- (K) A copy of the commitment letter for the Deposits Mortgage.
- (L) Confirmation of the purchaser's deposits currently held in trust, and released to date (if any).
- (M) A copy of the survey of the property.
- (N) A sales summary for all pre-sold Condos.
- (O) Confirmation that a satisfactory number of unit purchasers have the financial ability to close the purchase of their respective unit.
- (P) A detailed construction budget.
- (Q) A complete set of the building plans and drawings.
- (R) A copy of the Construction Management Contract with Dominus Construction (2005) Corporation.
- (S) Confirmation of the zoning for the property, permitting the proposed development.
- (T) By the First Construction Advance, the Borrower is to provide copies of (1) Building permits, and (2) Confirmation of the municipal address(s) for the property.
- (U) Satisfactory evidence of Registration of the Borrower (or the Builder Vendor) with Tarion, and the enrolment of the Project with Tarion.
- (V) Copies of the current Property Tax bills.
- (W) The Borrower agrees it is responsible for obtaining and negotiating a price for legal fees and estimated disbursements from the Lender's appointed solicitor.
- (X) At the Lender's Solicitors option, the Borrower and/or Guarantors are to obtain I.L.A. for this transaction.

Borrower &
Guarantors Initials:



- (Y) At FCC's option, subject to a satisfactory site inspection.
- (Z) At FCC's option, subject to a satisfactory meeting between the Borrower, the Guarantors and FCC at FCC's office.
- (AA) Any further reasonable documentation that FCC deems necessary to complete the underwriting of a loan on a property of this nature.

SCHEDULES ATTACHED:

The following attached schedule(s) form a part of this Commitment:

SCHEDULE "A": General Loan Conditions

SCHEDULE "B": Borrower Disclosure Form

COMMITMENT ACCEPTANCE:


The Borrower / Guarantors agree that Firm Capital Corporation's services are rendered at the time this Commitment is accepted by the Borrower / Guarantors. By signing this Commitment, the Borrower and Guarantors acknowledge and agree that (i) FCC is acting on behalf of the Lender and for the Lender's benefit only, (ii) FCC acts exclusively for managed accounts and related entities and is deemed to be acting as a principal herein, (iii) the Borrower and/or Guarantors should view FCC role is that of a lender, and (iv) the Lender has advised the Borrower and Guarantors to obtain independent legal advice and financial advice with respect to the impact of this transaction, including the risks associated with the Lender having an interest in the subject property, and the resulting remedies available to the Lender should a default occur. If the terms and conditions set out herein are satisfactory, kindly acknowledge acceptance by initialling each page and signing below. Please return one copy of this Commitment to our office within six (6) days of this date, otherwise the Commitment may be considered by us to be null and void. **The Borrower acknowledges having received and/or executed a Borrower Disclosure Form at least 48 hours prior to signing this Commitment and a copy has been retained by the Borrower.** In case of any inconsistency or conflict between any provisions of this Commitment and any provisions of the security documents for the Loan, the provisions of the Commitment shall prevail. The provisions of this Commitment are not exhaustive or all-encompassing and any provisions contained in our standard security documents which expand upon the provisions of the Commitment or are not dealt with in the commitment letter shall not be deemed to be an inconsistency or a conflict with the Commitment.

Yours truly,
FIRM CAPITAL CORPORATION
 PER:



 Jonathan Mair
 Senior Vice-President

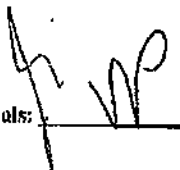
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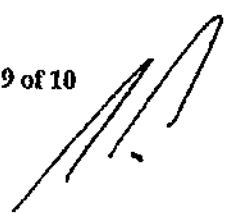


 Michael Carragher
 Vice-President, Mortgage Investments

E. & O. E.

Borrower &
 Guarantors Initials:





BORROWER & GUARANTORS ACCEPTANCE:

I/We hereby acknowledge that I/We have been advised by Firm Capital Corporation to seek independent legal advice with respect to the Loan and have been given the opportunity to do so prior to signing this Commitment.

I/WE HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS COMMITMENT AND COVENANT AND AGREE WITH FCC AND THE LENDER TO DULY CARRY OUT THE SAME TERMS AND CONDITIONS, DATED THIS ____ DAY OF _____, 2017.

BORROWERS:

FORTRESS BROOKDALE INC.

PER: J. R. T.

A.S.O.

FORTRESS AVENUE ROAD (2015) INC.

PER: J. R. T.

A.S.O.

FERNBROOK HOMES (BROOKDALE) LIMITED

PER: [Signature]

A.S.O.

GUARANTORS:

FORTRESS REAL DEVELOPMENTS INC.

PER: J. R. T.

A.S.O.

CITYZEN DEVELOPMENT (2005) INC.

PER: [Signature]

A.S.O.

J. R. T.

VINCENZO PETROZZA

[Signature]

JAWAD RATHORE

Disclaimer: Ontario Mortgage Brokerages, Lenders and Administrators Act License #10164, Administrators License #11442

Borrower & Guarantors Initials: [Signature]

GENERAL MORTGAGE LOAN CONDITIONS:

1. **ADMINISTRATION FEE:** There is an administration fee of \$500.00 for payments not made when due or for any payments not honoured (and the Borrower hereby waives notice of dishonour).
2. **WIRE TRANSFER FEE:** There is wire transfer fee of \$80.00 payable to the Lender for all advances made by way of a wire transfer.
3. **LENDER IN POSSESSION:** If the Lender goes into possession of the property, a ten (10%) percent property management fee will be charged to the Borrower (based on 10% the gross rents collected).
4. **ASSIGNMENT:** This Commitment and the security provided under the Loan may be assigned by FCC in whole or in part. The borrower acknowledges and agrees that FCC may be the lender in whole or in part or may be acting for an investor client or institution, in which case FCC shall have the right to assign this agreement to another party. FCC further hereby reserves all its rights and claims it may have to any commissions and/or brokerage fees due and owing by the Borrower and Guarantors under this Commitment, and this obligation of the Borrower / Guarantors shall survive and not merge on the closing of the subject transaction.
5. **TAXES:** Any tax bills issued and unpaid at the interest adjustment date are to be paid in full from the proceeds of the Loan. If the Borrower fails to pay the property taxes when due, at the Lender's option, the Borrower shall establish with the Lender a property tax escrow account (and undertakes to provide funds to establish the subject account satisfactory to the Lender), and the Borrower agrees to pay to the Lender 1/12 of the annual taxes on a monthly basis, and the Lender will remit same to the local municipality as taxes are due. No interest will be paid to the Borrower on funds held in the property tax escrow account. If a property tax escrow account is required, the Borrower agrees to pay the Lender a \$200.00 Per Annum Tax Account Administration Fee for servicing the tax account.
6. **SALE OF PROPERTY:** The Borrower and Guarantors agree that, other than with regards to mortgaged property that is to be discharged pursuant to the Partial Discharge Provision in this Commitment, in the event of a sale, conveyance, lease, or transfer of the title to the mortgaged property to a purchaser, grantee, transferee, mortgagee, or lessee not approved in writing by the Lender, then at the option of the Lender, all monies secured under the Loan shall forthwith become due and payable, other than with respect to sales that occur pursuant to partial discharge provisions detailed herein.
7. **INSURANCE:** The Borrower and Guarantors agree that at least 3 days prior to registration of the mortgage documents, the Borrower and Guarantors shall provide to the Lender or its solicitors, with evidence that the property to be mortgaged is adequately insured with an insurance company satisfactory to the Lender and such insurance may be straight insurance, but if the Lender so requests, then such insurance must provide for boiler coverage, liability, insurance loss of profits, or rental insurance as the case may be. The Borrower and Guarantors shall provide a certified copy of such insurance policy to the Lender or its solicitors, denoting loss payable to the Lender, such insurance policy shall insure the mortgaged property for the principal amount secured by the Loan. Co-Insurance is not acceptable. An independent insurance consultant selected by the Lender, the cost of which shall be borne by the Borrower and/or guarantors, shall review evidence of such coverages, consisting of the full policies. If a material change is made to the insurance policy, the independent insurance consultant will review the amended insurance policy, the cost of which shall be borne by the Borrower and/or Guarantors.
8. **SOLICITORS:**
FCC will appoint the legal firm of:
TO BE DETERMINED BY FCC
to act on its behalf on this transaction. Upon the execution of this Commitment, and prior to the commencement of the legal work for the subject transaction, the Borrower shall pay a retainer to the Lender's solicitor, with the amount of said retainer to be determined by the Lender's solicitor, acting reasonably. All legal fees and disbursements are to be paid by the borrower whether or not any funds are advanced, which legal fees shall be deducted by the solicitors from the first Loan advance.
9. **SURVEY:** An up to date survey or Plan of Subdivision prepared by a duly qualified land surveyor is required, satisfactory to FCC

Borrower &
Guarantor(s) Initials:

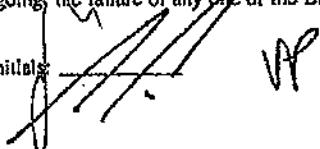
10. **MORTGAGE:** The Loan shall be subject to all extended terms and conditions set forth in the Lender's standard form of mortgage contract or in the mortgage contract prepared by the Lender's solicitors, whichever the case may be.
11. **REPRESENTATIONS & INFORMATION:** The Borrower and Guarantors undertake that all representations made by the Borrower and Guarantors and all information submitted by the Borrower and Guarantors or their broker to FCC in connection with their mortgage application are true and accurate; and that the Borrower and Guarantors agree to supply promptly, on request, any further information concerning the Borrower and Guarantors, their financial standing, or about the property, which may be required by FCC or its solicitors.
12. **MATERIAL CHANGE:** In the event that there are any material adverse changes in the financial position of the Borrower and/or Guarantors, or to the project, either physically or financially, as determined by the Lender in its sole, arbitrary and subjective discretion, then such shall be considered to be an event of default under the loan and the Lender may, at its option, refuse to make any further advances under the mortgage and may, at its option, require that all monies secured by the mortgage shall forthwith become due and payable. In the event that there are any material adverse changes to the credit markets, as determined by the Lender in its sole, arbitrary and subjective discretion, the Lender may, at its option, refuse to make any further advances under the mortgage.
13. **CREDIT:** That the Lender, after completing credit investigations which it will make from time to time concerning the Borrower and Guarantors, must in its absolute discretion be satisfied with all information obtained, prior to any advance being made under the Loan.
14. **FINANCIAL AND PROPERTY UPDATES:** Within 30 days of a request from the Lender, the Borrower shall provide the Lender with (i) an update on the financial status of the Borrower and Guarantors, including but not limited to updated financial statements and/or personal net worth statements, and/or (ii) an update on the status of the subject property/project, failing which the Loan shall be in default.
15. **INDEMNIFY:** The Borrower and Guarantors (subject to the guarantee limitations outlined in the "Loan Security" section of this Commitment) irrevocably agree to indemnify and hold FCC harmless from and against any loss, cost, liability or expense incurred as result of the enforcement for any claims for Brokerage, Legal, Appraisal, Finders Fees, or any other matter in relation to this loan. It is understood that neither the preparation nor the registration of any of the documents contemplated by this agreement shall bind FCC or the Lender to advance the funds hereby intended to be secured. FCC may refer to this property/Loan in its corporate advertising.
16. **HAZARDOUS SUBSTANCE INDEMNITY:** The Borrower and Guarantors acknowledge and agree that they shall indemnify the Lender and hold harmless the Lender from and against all claims, demands, liabilities, losses, costs damages and expenses that the Lender may incur or suffer, directly or indirectly, as a result of the presences of any hazardous substance on, upon or within the subject property or the escape, seepage, leakage or spillage from the subject property. The form and content of said indemnity shall be to the complete satisfaction of the Lender in their sole discretion.
17. **ASSIGNMENT OF COMMITMENT LETTER:** At closing, FCC will be assigning this Commitment to the Lender. At the time of assignment, FCC shall be relieved by the Borrower and or Guarantors of all liabilities and claims relating to the Loan, at which time FCC shall become the Loan servicer (the "Servicer"). The Borrower acknowledges that the Lender has retained the services of FCC as Servicer to service the Loan, including the collection of payments under the Loan and that title to the Loan will be registered directly in the Lender's name. The Borrower further acknowledges that the Servicer is not the Lender and the Servicer owes no obligation to the Borrower to advance funds under the Loan, or continue to be the servicer of the Loan. The Lender shall have and may exercise at all times and without restriction all of the rights and benefits under this Commitment. The Borrower shall not assign any of its rights hereunder without the prior written approval of FCC.
18. **TITLE:** The Borrower and Guarantors have represented and hereby warrant that they have or will have a good and marketable title to the property to be mortgaged. Work orders will not be accepted. At the Lenders' sole option, the Borrower may be required to provide title insurance for the Loan. In the event that the Lender requires title insurance, said title insurance shall be provided by Stewart Title. The cost of the title insurance shall be at the Borrower's expense.
19. **PAYMENT OF FEES:** All Loan costs, including Brokerage Fees, Commitment Fees, legal, appraisal and survey costs, as well as insurance premiums in connection with the application and any resulting loan, are to be paid by the

Borrower &
Guarantor(s) initials:

Borrower and Guarantors whether or not money is advanced under this loan, and may be deducted from the proceeds of the loan. The Lender will charge a reasonable fee for the preparation of the Mortgage Discharge Statement, and the Lender's solicitor will charge a reasonable fee for the preparation of the Discharge of Mortgage. The Borrower and Guarantors acknowledge and agree that if government legislation requires that GST/HST is payable on any Loan costs, including but not limited to brokerage fees, commitment fees, renewal fees, funding fees, and administration fees, the Borrower and Guarantors will be responsible for the payment of the GST/HST, including any GST/HST that is payable due to the retroactive implementation of legislative changes.

20. **SOLICITORS OPINION:** Borrower's counsel shall provide such opinions as required by the Lender, including, without limitation, corporate and enforceability opinions. Such opinions must be to the complete satisfaction of the Lender.
21. **GENERAL ASSIGNMENT OF RENTS/LEASES:** A general assignment of rents/leases which shall include a covenant of the Borrower not to accept rent more than thirty days in advance, not to amend leases, and not to accept surrender of leases without approval. When the Loan is not in default, rents may continue to be paid to the Borrower. The assignment of Rents/Leases is to be registered on title. All existing leases are to be satisfactory to FCC and its solicitors, acting reasonably, as to form and content.
22. **TIME OF PAYMENT:** Any payment (other than payment of regular payments of principal and interest) that is made after 1:00p.m. on any date, shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.
23. **CROSS-DEFAULT /SERVICE FEE:** The occurrence of an event of default under any one of the security documents held by the Lenders relating to the Loan, will constitute an event of default under all other security documents for the Loan, held by the Lenders, or in the name of any associated or affiliated corporation to the Lenders. If the Lenders' take any proceeding pursuant to the Loan or other security document by reason of the Borrower's default the Lenders shall be entitled to add to the Loan debt a service and administrative fee and a property inspection fee in addition to all other fees, cost, claims or demands to which the Lenders are also entitled.
24. **MERGER OF COMMITMENT:** It is agreed that the execution, delivery and registration, as applicable, of the mortgage and the security required herein shall not operate as a merger of the terms and provisions of this Commitment and this Commitment shall survive such delivery and registration, as applicable, and remain in full force and effect.
25. **AUTOMATIC RENEWAL:** In the event that the Borrower fails to repay the principal and interest outstanding on the maturity date, or fails to accept a renewal offer tendered by the Lender (for any reason not attributable to the Lender) within 10 business days of the maturity date, then the Lender may at their sole option, automatically renew the Loan for a period of one month from the maturity date, at an interest rate equal to the greater of 12.00% Per Annum or the TD Canada Trust Prime Lending Rate plus 5.00% per annum, calculated daily, and compound and payable monthly. In the event that the renewal has not been finalized within this one month period, then there will be no further extensions, and the Lender will exercise its remedies under the Loan charge. The Lender shall not be obligated to offer any renewal. All other terms and covenants under the Loan shall continue to apply. The Loan may be paid in full at any time during the one month renewal period. A Processing Fee which is the greater of \$1,000.00 or 1/10 of 2.00% of the outstanding balance shall be added to the principal balance if this extension is utilized.
26. **GUARANTORS:** In consideration of the Lender committing to make the Loan available to the Borrower, the receipt and sufficiency of which is hereby acknowledged by Guarantors, the Guarantors do hereby covenant, as principal debtor and not as surety that they will pay or cause to be paid to the Lender, subject to any limitations outlined in this Commitment, all amounts due by the Borrower under the Loan and will observe, keep and perform all of the terms and conditions set forth herein and in the security documents or required hereby or by the security documents to be observed, kept and performed by the Borrower pursuant to this Commitment or any of the security documents, and that all present and further indebtedness of the Borrower to the Guarantors shall be assigned to the Lender and postponed to the present and future indebtedness of the Borrower to the Lender and the Guarantors agree that they shall execute the security documents or any of them in such form as may be required by the Lender and its solicitors, in order to fully document and effectuate the intent and meaning of this paragraph.
27. **COUNTERPARTS:** This Commitment may be executed in counterparts and all counterparts so executed will constitute one agreement binding on the parties effective on execution. Provided further and notwithstanding the foregoing, the failure of any one of the Borrower and/or the Guarantors to execute this Commitment shall not be

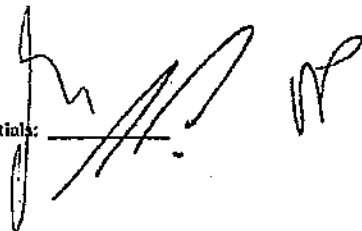
Borrower &
Guarantor(s) Initials:

Handwritten initials and a signature, possibly 'JP', written over a horizontal line.

pleaded as an estoppel or a defense to the execution of this Commitment by the others of the Borrower and/or Guarantors.

28. **FACSIMILE TRANSMISSION / E-MAIL:** The transmission of an executed copy of this Commitment by facsimile or e-mail shall be deemed to constitute execution and delivery of an original executed copy. The Lender shall be entitled to rely on any agreement, document, instrument, report or certificate provided by the Borrower and/or Guarantors by way of e-mail or facsimile as though it were an originally signed agreement, document, instrument, report or certificate. The Borrower and/or Guarantors acknowledge and agree that any communication from the Borrower and/or Guarantors to the Lender that is received by e-mail or facsimile is a reliable communication from the Borrower and/or Guarantors.
29. **ELECTRONIC IMAGING:** The Borrower and Guarantors acknowledge and agree that, at any time, the Lender may convert any paper records / documentation relating to the Loan that was delivered to the Lender (collectively the "Paper Record"), into electronic images (the "Electronic Image") as part of the Lender's normal business practices. The parties agree that each Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.
30. **BORROWER & GUARANTORS IDENTIFICATION:** The Borrower and Guarantors acknowledge and agree that FCC and the Lender will be complying with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and its regulations. Pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (the "Act"), the Lender is required to ask for identification of the Borrower, the Guarantors and any third party involved in the transaction, and for information with respect to the source of funds used in connection with the Borrower's equity in the subject property. The Borrower and Guarantors hereby covenant and agree to provide, prior to the first advance under the Loan, such identification and information as may be reasonably required to ensure the Lender's compliance with the Act.
31. **ENFORCEMENT OF SECURITY:** The Borrower and Guarantors acknowledge and agree that all security received for the Loan must be enforceable in the province that the mortgage is registered in. The court in the province that the mortgage is registered in shall have exclusive jurisdiction to hear all disputes relating to the Loan and its security.
32. **PROFESSIONALS:** The Borrower shall select, appoint and retain the Project Monitor and any and all other professionals providing services in respect of the project. The terms of reference of the Project Monitor shall be prepared by the Lender. All reports and certificates of the Project Monitor and any other professionals shall be addressed to both the Borrower and the Lender. The Borrower and Guarantors acknowledge that the Lender shall have no liability, responsibility or obligation to the Borrower and/or Guarantors respecting any services, certificates or reports relating to the mortgaged property provided by the Project Monitor or by any cost consultants, quantity surveyors, engineers, architects, planners or any other professionals, whether or not the person, firm or corporation providing such services, certificates or reports was retained by the Borrower or by the Lender.
33. **CONSENT TO RELEASE OF INFORMATION:** The Borrower shall execute and deliver whatever consents are required by the Lender and its solicitors concerning the release and disclosure of information by the Lender to third parties and by third parties to the Lender in accordance with provisions of the Personal Information Protection and Electronic Documentation (Act) Canada.

Borrower &
Guarantor(s) Initials:



BORROWER DISCLOSURE FORM

Schedule "C"

Loan #: _____

A copy of this Borrower Disclosure Form signed by the mortgage broker must be given to you at least 48 hours (excluding Sundays and holidays) before you are asked to sign the mortgage instrument or a commitment to enter into the mortgage. The 48 hour period may be shortened upon the mortgage broker receiving your written consent to the shortening of the 48 hour period. Notwithstanding that the 48 hour period may be shortened, the Borrower Disclosure Form must be provided prior to you executing the mortgage instrument or a commitment to enter into the mortgage.

FCC acts as mortgage banker and lender for multiple mortgage investment pools and syndicates of private and institutional funds that are under the management of FCC. FCC, in the view of the Borrower(s) and Guarantor(s), should be considered a lender with loyalty and commitment to the lender on this transaction, and not in any way as an agent for the Borrower(s) and Guarantor(s). FCC is providing no opinion on this transaction to the Borrower(s) and Guarantor(s).

MORTGAGE TERMS

A signed commitment to fund the mortgage was obtained on: 18-Apr-17

A summary of the terms of the proposed mortgage loan are as follows:

Property Address: 1678-1704 Avenue Road, 375-377 Fairlawn Avenue and 412-416 Brookdale Avenue, Toronto, Ontario

Property Description: The subject property is comprised of 1.069 acre residential development site that is approved for the development of a 7-storey mixed use building with 173,503 sq. ft. of gross floor area. The borrower will be constructing a 7-storey building on the property that will be a mix of 62 residential condominium units (the "Condos"), 18 residential rental units (the "Rental Units") and 19, 235 sq. ft. of ground floor retail space (the "Retail Space").

Borrower Name: Fortress Brookdale Inc, Fortress Avenue Road (2015) Inc, Fembrook Homes (Brookdale) Limited

Guarantor Name: Fortress Real Developments Inc., Cityzen Development (2005) Inc., Vincenzo Petrozza, and Jawad Rathore

Loan Amount: \$18,500,000.00 **Mortgage Priority:** First Mortgage

Interest Rate Type: Variable

Interest Rate: Interest Rate shall be floating at the greater of the Floor rate or the Variable Rate

Floor Rate: 8.00% Per Annum

Variable Rate: Prime + 5.00% Per Annum (Current Prime Rate: 2.70% Per Annum)

Compound Period: Monthly

Payment Amount: \$123,333.33 (Payment amount indicated is calculated based on the floor rate.)

Payments Per Year: 12

Amortization Period (years): 0 Interest Only

Repayment Privileges: Open for repayment in whole or in part on any date with NIL (0) month interest penalty, upon fifteen (15) days written notice

This mortgage will become due and payable in 6 months.

If all payments are made on the due date and any prepayment privilege (if applicable) is not used, the Borrower will owe \$18,500,000.00 upon maturity.

FEES & COSTS

FCC may/will be compensated for this mortgage transaction by way of the fees indicated below. The payment of the fees to be paid to FCC is governed by the terms and conditions as set out in the Mortgage Loan Commitment Letter.

The fees payable by the Borrower for this mortgage transaction are detailed as follows:

Mortgage Brokerage Fee to Borrower's Mortgage Broker:		
Commitment Fee to FCC	\$	
Origination Fee to FCC	\$	
Other Lender's Fees:	\$	
Estimated Lender's Legal Fees (excl. HST & Disbursements) - Borrower to negotiate legal fees directly with Lender's Solicitor	\$	10,000.00
Insurance Consultant Fee:	\$	550.00
Other Fees:	\$	
Total Fees	\$	241,800.00

The Borrower acknowledges that they are to arrange for the appraisal directly with the appraiser, with all appraisal costs to be negotiated by the Borrower with the appraiser, with the negotiated appraisal costs to be paid by the Borrower.

Borrower(s) & Guarantor(s) Initials: _____

AMENDMENT TO THE MORTGAGE LOAN COMMITMENT

TO: Firm Capital Mortgage Fund Inc. ("**Lender**")

AND TO: Owens Wright LLP, its solicitors

RE: Firm Capital Mortgage Fund Inc. Mortgage Loan to Fortress Brookdale Inc. secured by a first charge on the lands and premises legally described in Schedule "A" attached hereto

THE UNDERSIGNED HEREBY confirm that the following amendments, and or additions as set out below shall be in addition to the original terms of the Mortgage Loan Commitment dated April 18, 2017, issued by Firm Capital Corporation (hereinafter referred to as the "**Commitment**"). All other terms of the Commitment, unless otherwise stated below shall remain in effect.

LOAN SECURITY:

Delete:

7. The guarantees and assignments & postponements of claim form (i) **FORTRESS REAL DEVELOPMENTS INC.**, (ii) **CITYZEN DEVELOPMENT (2005) INC.**, (iii) **VINCENZO PETROZZA**, AND (iv) **JAWAD RATHORE** (collectively the "**Guarantors**") jointly and severally with the Borrower as principle debtors and not as surety, to repay the loan. The guarantee of Cityzen 2005 Inc. shall be limited to \$3,625,000.00 plus accrued interest and costs thereon.

Insert:

7. The guarantees and assignments & postponements of claim form (i) **FORTRESS REAL DEVELOPMENTS INC.**, (ii) **CITYZEN DEVELOPMENT (2005) CORPORATION**, (iii) **VINCENZO PETROZZA**, AND (iv) **JAWAD RATHORE** (collectively the "**Guarantors**") jointly and severally with the Borrower as principle debtors and not as surety, to repay the loan. The guarantee of Cityzen (2005) Corporation shall be limited to \$3,625,000.00 plus accrued interest and costs thereon.

It is specifically acknowledged and agreed that this Amendment may be executed in several counterparts, each of which shall be deemed to be an original and that such separate counterparts shall together constitute one and the same instrument.

This Amendment may be transmitted by telecopier, or electronic mail and shall be binding upon the parties hereto as if executed and delivered in the original.

DATED this 19th day of May, 2017

[Remainder of page intentionally left blank
signatures to follow on next page]

Borrower:

FORTRESS BROOKDALE INC.

Per: 

Name: Vince Petrozza

Title: Secretary

Per: 

Name: Danny Salvatore

Title: First Vice President

We have authority to bind the Corporation

Beneficial Owners:

FORTRESS AVENUE ROAD (2015) INC.

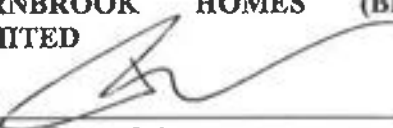
Per: 

Name: Vince Petrozza

Title: Secretary

I have authority to bind the Corporation

FERNBROOK HOMES (BROOKDALE) LIMITED

Per: 

Name: Danny Salvatore

Title: President

I have authority to bind the Corporation

Guarantors:

FORTRESS REAL DEVELOPMENTS INC.

Per: 

Name: Vince Petrozza

Title: Secretary

I have authority to bind the Corporation

**CITYZEN DEVELOPMENT (2005)
CORPORATION**

Per: 

Name: Sam Crignano

Title: President

I have authority to bind the Corporation

Witness:

Vince Petrozza

a.k.a. Vincenzo Petrozza

Witness:

Jawad Rathore

**CITYZEN DEVELOPMENT (2005)
CORPORATION**

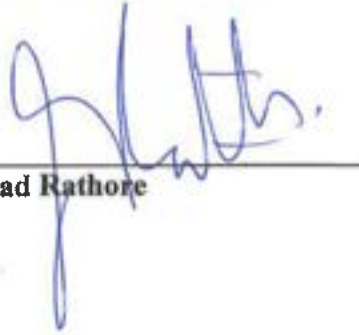
Per: 
Name: Sam Crignano
Title: President

I have authority to bind the Corporation



Vince Petrozza
a.k.a. Vincenzo Petrozza


Witness: Danielle Kelly



Jawad Rathore


Witness: Danielle Kelly

SCHEDULE "A"

LEGAL DESCRIPTION

PIN: 10189-0865 (LT)

Lots 33 and 34, Plan 2371, Part of Lots 42A and Lot 43A, Plan 2247, designated as Part 1 on Plan 66R29204; t/w an easement over Part 3 on Plan 66R29204 as in AT4379990, City of Toronto

PIN: 10189-0866 (LT)

Lot 32, Plan 2371, Township of York, designated as Part 2 on Plan 66R29204, City of Toronto

In the Land Titles Division of the Toronto Registry Office (No. 66)

This is **Exhibit "E"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

Properties

<i>PIN</i>	10189 - 0865 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOTS 33 & 34 PLAN 2371, PART LOT 42A & LOT 43A PLAN 2247 PT 1 66R29204; TOGETHER WITH AN EASEMENT OVER PT 3 66R29204 AS IN AT4379990; CITY OF TORONTO		
<i>Address</i>	TORONTO		
<i>PIN</i>	10189 - 0866 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 32 PLAN 2371 YORK PT 2 66R29204; CITY OF TORONTO		
<i>Address</i>	TORONTO		

Chargor(s)

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

<i>Name</i>	FORTRESS BROOKDALE INC.
<i>Address for Service</i>	25 Brodie Drive Unit 1 Richmond Hill, Ontario L4B 3K7

I, Vince Petrozza, Secretary and I, Danny Salvatore, First Vice President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

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

Statements

The Director of Community Planning, North District, for the City of Toronto, has consented to the registration of this document, subject to the continuance of registration number AT4303858 registered on 2016/08/09

Provisions

<i>Principal</i>	\$18,500,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	SEE SCHEDULE		
<i>Balance Due Date</i>	2017/12/01		
<i>Interest Rate</i>	SEE SCHEDULE		
<i>Payments</i>			
<i>Interest Adjustment Date</i>	2017 06 01		
<i>Payment Date</i>	First Day of Each and Every Month		
<i>First Payment Date</i>	2017 07 01		
<i>Last Payment Date</i>	2017 12 01		
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	full insurable value		
<i>Guarantor</i>	FORTRESS REAL DEVELOPMENTS INC., CITYZEN DEVELOPMENT (2005) CORPORATION, VINCENZO PETROZZA and JAWAD RATHORE		

Additional Provisions

See Schedules

Signed By

Randy Howard Lebow	20 Holly St. Ste 300 Toronto M4S 3B1	acting for Chargor(s)	Signed	2017 06 07
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Signed By

Fax 416-486-3309

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

Submitted By

OWENS, WRIGHT LLP

20 Holly St. Ste 300
Toronto
M4S 3B1

2017 06 07

Tel 416-486-9800

Fax 416-486-3309

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$63.35
<i>Total Paid</i>	\$63.35

File Number

<i>Chargor Client File Number :</i>	1700301 FORTRESS BROOKDALE INC.
<i>Chargee Client File Number :</i>	9033141 FIRM CAPITAL /FORTRESS PROJECT

THIS IS A SCHEDULE TO A CHARGE/MORTGAGE between FORTRESS BROOKDALE INC. as Chargor (hereinafter referred to as the “**Chargor**” or the “**Mortgagor**”) and FIRM CAPITAL MORTGAGE FUND INC. as Chargee (hereinafter referred to as the “**Chargee**” or the “**Mortgagee**”). The lands and premises charged herein are hereinafter sometimes referred to as the “**Property**” or the “**Lands**” or the “**Charged Lands**”.

ADDITIONAL PAYMENT PROVISIONS

a) FOR THE PURPOSES hereof, “**prime rate**” shall mean the annual rate of interest charged from time to time by the Main Branch in Toronto of **The Toronto-Dominion Bank** (the “**Bank**”) for demand loans in Canadian dollars to its most creditworthy commercial borrowers. In the event that at any time the Bank has in effect more than one such prime rate, then the highest rate shall be used. Should the Bank, during the term hereof, abolish or abandon the practice of publishing or issuing a prime rate, then the prime rate used for the balance of the term of this Charge shall be that rate then in effect at the Bank which most effectively meets with initial definition of prime rate.

b) PROVIDED this Mortgage shall be void upon payment of **EIGHTEEN MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$18,500,000.00)** of lawful money of Canada with interest thereon at a rate equal to the greater of (a) **8.00%** per annum; or (b) **5.00%** per annum above the prime rate; with such interest to be calculated daily and compounded and payable monthly as herein set forth, as well after as before maturity and both before and after default as follows:

c) the whole of the said principal sum of **EIGHTEEN MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$18,500,000.00)** then outstanding shall become due and payable on **December 1, 2017** and interest at the said rate compounded and calculated as aforesaid, as well after as before maturity and both before and after default on such portion of the principal as remains from time to time unpaid on the 1st day of each and every month during the term until the principal is fully paid; the first payment of interest is to be computed from the date of advance of funds hereunder, upon the principal sum so advanced, to become due and payable on **July 1, 2017**.

d) PROVIDED that if and whenever the prime rate is varied by the Bank, the interest rate hereunder shall be varied, so that at all times the interest rate hereunder, if calculated based on the prime rate, shall be **5.00%** per annum above the prime rate then in effect.

e) IN THE EVENT that it may be necessary at any time for the Mortgagee to prove the prime rate applicable at any time or times, it is agreed that the certificate in writing of the Mortgagee setting forth the prime rate as at any time or times, shall be deemed to be conclusive evidence thereof for all purposes hereof.

The Mortgagor acknowledges that the prime rate as hereinbefore defined on a per annum basis was **2.700% on May 12, 2017**.

ADDITIONAL PROVISIONS

FEES AND COSTS

NOTWITHSTANDING anything to the contrary contained in the Standard Charge Terms (and in the event of any contradiction, the following provisions shall prevail), the Chargor covenants and agrees with the Chargee as follows:

To pay to the Chargee its administration and/or servicing fees for the following matters in the amounts set forth:

- | | |
|----------------------------------|---|
| 1. NSF / MISSED PAYMENT | Minimum: \$300.00
- or -
As per the amount in the Commitment Letter. |
| 2. PAYMENT PROCESSING FEE | \$50.00 (payable for manually processing a payment from a borrower’s pre-authorized bank account, arranging the processing of any payment on any date other than the schedule payment date or administering a stop payment) |

- 3. INSURANCE:**
 -Insurance Administration Default Fee: **\$225.00** (for cancelled Insurance)
 -Insurance Placement Fee: **\$350.00** (This fee is in addition to the Insurance Premium)
- 4. PROPERTY TAX**
 - Tax Default Fee: **\$120.00** per tax status inquiry. (If the Borrower fails to provide satisfactory confirmation of tax payments)
 - Tax Account Administration Fee: **\$250.00** per annum
 - Property Tax Status Inquiry Fee: **\$75.00** (payable for the handling of tax inquiries, preparation of related documentation and investigating the status of tax payments)
- 5. MORTGAGE STATEMENTS**
 - Statement for Information Purposes Fee: **\$125.00** per Statement
 - Discharge Fee: **\$325.00** or as per the amount in the Commitment Letter
 - Statement & Administration Fee: **\$150.00** per Statement
 - Duplicate Loan Statement Fee: **\$150.00** (payable for the preparation of each duplicate year-end mortgage loan statement)
- 6. DEFAULT PROCEEDINGS FEE** **\$750.00** (payable per event or per preparation of a mortgage file for legal action and/or enforcement)
- 7. POWER OF SALE ENFORCEMENT ADMINISTRATION FEE**
- | | |
|--|-------------------------------|
| a. Notice of Sale | \$750.00 |
| b. Statement of Claim | \$750.00 |
| c. Judgement | \$800.00 per judgement |
| d. Writ of Possession/Eviction | \$800.00 |
| e. Court Motion Material Review Administration Fee | \$500.00 per motion |
- 8. ADMINISTRATION ADVANCE FEES: TERM LOAN** **\$300.00** per advance
CONSTRUCTION
 Construction Loan for 1 Unit: **\$300.00** per advance
 Construction Loan for 2-4 Units: **\$400.00** per advance
 Construction Loan for 5 or more Units: **\$600.00** per advance
- 9. CONSTRUCTION MONITORING DRAW FEE** **\$300.00** (if monitored by FCC - 3 units or more)
- 10. BANK WIRE TRANSFER FEE** **\$90.00** per wire for non construction loan
\$75.00 per wire for construction loan
- 11. MISCELLANEOUS DOCUMENT EXECUTION** Subdivision Plans, non-disturbance agreements or other documents required to security
\$250.00 per occurrence
- 12. COPY OF SURVEY** **\$150.00**
- 13. COURIER FEE** **\$ 50.00** plus GST
- 14. LONG DISTANCE CHARGES** **\$ 15.00** (minimum) per call
- 15. REVIEW ADMINISTRATION FEE** **\$500.00** (for the review of each land title document, postponement, certificate, confirmation, or similar document required to be issued or executed at the Borrower's request)
- 16. PPSA RENEWAL FEE** **\$75.00** per PPSA registration, plus the cost of the preparation and registration of the PPSA renewal.
- 17. FIRST ADVANCE FEE** Non-Construction Loan over \$5 million **\$1,000.00**
 Construction Loan **\$1,000.00**

- 18. ADMINISTRATION SET UP FEE** Non-Construction Loan over \$5 million **\$1,000.00**
- 19. MAINTENANCE** **\$50.00** per day for administering maintenance and security on the property in Chargee's possession
- 20. PURCHASER APPROVAL** **\$300.00** for processing each application for assumption, whether or not approved or completed

Any service or administration fee owing by the Chargor to the Chargee which is not paid forthwith after having been incurred, the same shall be added to the mortgage indebtedness and shall bear interest at the rate herein set forth.

21. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the Personal Property Security Act and any renewals thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.

22. The Chargor and/or Guarantor(s) agree that should the Chargee herein be a trustee for beneficiaries, the Chargor and/or Guarantor(s) shall have no claims against the beneficial owners of the Charge.

CROSS DEFAULT

The occurrence of an event of default under the provisions of this Charge, under any security document referred to in the commitment letter dated April 18, 2017, and any amendments thereto (collectively the "**Commitment**"), issued by Firm Capital Corporation to Fortress Brookdale Inc. c/o Vince Petrozza and assigned to Firm Capital Mortgage Fund Inc., or pursuant to any other charge or security document between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, shall be deemed to be an event of default under all such security documents and shall entitle the Chargee to pursue its remedies under any or all of the aforesaid security documents.

NON-MERGER

Notwithstanding the registration of this Mortgage and the advance of funds hereunder, the terms and provisions of the Commitment shall remain binding and effective upon the parties. It is understood and agreed that any default under the said Commitment shall be deemed a default under this Mortgage. In the event of an inconsistency between the terms of the Mortgage and the terms of the Commitment, the Commitment shall prevail.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the land hereby charged, free of all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

PAYMENTS

ANY DISCHARGE of this charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon. All payments hereunder shall be made payable to:

FIRM CAPITAL CORPORATION-TRUST
163 Cartwright Avenue
Toronto, Ontario M6A 1V5

or such other place as the Chargor is notified of from time to time. All payments received after 1:00 p.m. shall be deemed to have been received on the following business day.

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

ENVIRONMENTAL

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

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

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

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

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

BREACH OF COVENANT

A breach of any covenant contained in this Charge shall constitute a default hereunder and at the option of the Chargee, it may avail itself of the remedies contained in this Charge or available at law.

SEVERABILITY

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

CONFLICT/AMBIGUITY

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

COLLECTION OF RENTS

In the event that the Chargee collects any payments of rent due to the Chargor's default, the Chargee shall be entitled to receive from such rent a management fee of ten percent (10%) of all the gross receipts from such rent, it being understood for greater certainty that the Chargor and Chargee have agreed that in the circumstances a management fee equal to ten percent (10%) of gross receipts received by the Chargee in the collection of such rents is a just and equitable fee having regard to the circumstances.

SUBSEQUENT ENCUMBRANCES

In the event of the Chargor further encumbering the property without the prior written consent of the Chargee, such further encumbering shall constitute a default under this mortgage and in such event, at the sole option of the Chargee, all money owing under the herein mortgage shall immediately become due and payable.

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

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing in accordance with their terms, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs. Waiver or indulgences granted by a prior encumbrancer shall not prevent non-payment from being a default under this charge.

In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in the previous paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the Charged Lands and the amount so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

BANKRUPTCY AND INSOLVENCY

THE CHARGOR acknowledges and agrees that any and all Costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the Bankruptcy and Insolvency Act (Canada) shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such Costs, including any costs of its personnel in administering any requirements of the said Act and to add the same to the indebtedness owing pursuant hereto and the same shall be secured hereunder and under any and all security held by the Chargee for the indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

INDEPENDENT LEGAL REPRESENTATION

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

ACKNOWLEDGMENT RE ELECTRONIC REGISTRATION

The Chargor hereto acknowledges that it has full knowledge of the purpose and essence of this Charge/Mortgage transaction. The Chargor acknowledges that the Charge, all supporting security documents and all electronic documents including the Charge and Acknowledgement and Direction (the "**Documents**") and the effect of the Chargee's solicitors signing any of the electronic documents have been fully explained to the Chargor. The Chargor acknowledges that it has fully understood the import of the Documents.

NON-TRANSFER

Paragraph 14 of Standard Charge Terms 200033 is hereby deleted.

In the event that the Mortgagor sells, conveys, transfers, assigns or exercises a power of appointment with respect to the property herein described to a purchaser, transferee or assignee or in the event of a change of shareholders of the Mortgagor which results in a change of control of the Mortgagor or in the event of a change in the beneficial ownership of the property herein described without first obtaining the consent in writing of the Mortgagee the entire principal sum and interest hereby secured shall, at the option of the Mortgagee, forthwith become due and payable.

AUTOMATIC RENEWAL

In the event that the Mortgagor fails to repay the principal and interest outstanding on the maturity date (or extended maturity date if the original maturity date is extended pursuant to the Renewal clause hereinafter set forth), or fails to accept a renewal offer tendered by the Mortgagee (for any reason not attributable to the Mortgagee) within 10 business days of the maturity date, then the Mortgagee may at its sole option, automatically renew this mortgage for a period of one month from the maturity date, at an interest rate equal to the greater of 12.00% per annum or The Toronto-Dominion Bank prime rate plus 5.00% per annum, calculated daily and payable monthly. In the event that the renewal has not been finalized within this one month period, then there will be no further extensions, and the Mortgagee will exercise its remedies under the mortgage charge. The Mortgagee shall not be obligated to offer any renewal. All other terms and covenants under the existing mortgage shall continue to apply. The mortgage may be paid in full at any time during the one month renewal period. A Processing Fee which is the greater of \$1,000.00 or 1/10 of 2.00% of the outstanding balance shall be added to the principal balance if this extension is utilized.

PRE-AUTHORIZED PAYMENT

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

TAXES

THE CHARGOR in addition to the aforesaid payments of principal and interest, covenants and agrees to pay taxes as hereinafter provided, the Chargee shall estimate the amount of the taxes chargeable against the said lands payable in each year and the Chargor shall pay to the Chargee one-twelfth of the estimated annual amount together with the aforesaid payments of principal and interest in each and every month during the term of this charge, commencing with the first payment date aforesaid and the Chargee shall apply such payments on the taxes so long as the Chargor is not in default under this charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of the taxes oftener than yearly; provided, however, that if the Chargor shall pay any sum or sums to the Chargee to apply on the taxes, and if before the same shall have been so applied there shall be default by the Chargor in respect of any payment of principal or interest as herein provided, the Chargee may at its option apply such sum or sums in or towards payments of the principal and/or interest in default; and in the event that the taxes actually charged for any one year, together with any interest and penalties thereon, exceed the estimated amount, the Chargor shall pay to the Chargee on demand the amount required to make up the deficiency; and if the Chargor desires to take advantage of any discounts or avoid any penalties in connection with the payment of taxes, the Chargor may pay to the Chargee such additional amounts as are required for that purpose; and the Chargor shall transmit to the Chargee forthwith after receiving them the assessment notices, tax bills and other notices affecting the imposition of taxes upon the said lands. The Chargor further agrees to pay to the Chargee an annual administration charge of \$250.00 for collection and payment of the property taxes payable annually in advance commencing on the funding date.

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

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

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

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

PREPAYMENT PROVISIONS

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

a) if prepayment of any part of the principal sum secured hereunder is made by reason of payment after acceleration upon the occurrence of a default, the Chargor agrees to pay to the Chargee three (3) months' interest on the principal amount prepaid at the rate of interest chargeable hereunder at the time of prepayment as hereinbefore set out.

b) If the principal sum, accrued interest thereon and any of the sums which may be due hereunder is not repaid on or before the Balance Due Date, then the Chargor agrees to pay to the Chargee in addition to the amounts required to obtain a discharge, three months interest at the rate of interest chargeable hereunder on the principal amount outstanding on the Balance Due Date.

SECURITY INTEREST IN CHATTELS

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

BLANKET MORTGAGE

The Chargor hereby acknowledges and agrees that the principal sum secured herein shall be secured by all of the lands and premises described under Properties in the Charge/Mortgage of Land to which this Schedule is attached.

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

AND THAT:

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

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

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

PARTIAL DISCHARGES – Intentionally Deleted

INSURANCE RENEWAL

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

APPOINTMENT OF RECEIVER

AT ANY TIME after the security hereby constituted becomes enforceable, or the monies hereby secured shall have become payable, the Chargee may from time to time appoint by writing a Receiver of the lands, with or without Bond, and may from time to time remove the Receiver and appoint another in his stead, and any such Receiver appointed hereunder shall have the following powers:

- a) To take possession of the Charged Lands and to collect and get in the same and for such purpose to enter into and upon any lands, buildings and premises wheresoever and whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as he shall deem necessary;
- b) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as he shall think proper, and to repair and keep in repair the Charged Lands and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the said Charged Lands of the Chargor;
- c) To sell or lease or concur in selling or leasing any or all of the Charged Lands, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the Charged Lands; and he may make any stipulations as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the Charged Lands and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefor and in the event of a sale on credit neither he nor the Chargee shall be accountable for or charged with any monies until actually received;
- d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this charge and to exchange any part or parts of the Charged Lands for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- e) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the Charged Lands in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Charged Lands in priority to this charge;
- f) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Charged Lands, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- g) To execute and deliver to the purchaser of any part or parts of the Charged Lands, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said property or any part or parcels thereof by, from through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;

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

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

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

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

To further secure the indebtedness secured hereunder, the Chargor hereby assigns and transfers unto the Chargee all rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal or any letting of, or of any agreement for the use or occupancy of the lands and premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to, or which may be granted, it being the intention of the parties to establish an absolute transfer and assignment of all such rents, issues and profits under such leases and agreements and all the avails thereunder unto the Chargee.

The Chargor further covenants and agrees to execute and deliver at the request of the Chargee all such further assurances and assignments with respect to such tenancies as the Chargee shall from time to time require, and shall do all other acts with respect to such tenancies as requested by the Chargee.

Any deposits on account of any offer to lease or agreement to lease or prepaid rent received under such offers and/or agreements to lease or leases, shall be paid to the Chargee, to be held by the Chargee until such amount becomes due and payable as current rent, at which time such amount shall be released to the Chargor, provided in no event shall the Chargee be liable for any interest on any amount so paid to it as required hereunder.

In the event that the Chargee collects any payments of rent due to the Chargor's default, the Chargee shall be entitled to receive from such rent a management fee of ten percent (10 %) of all the gross receipts from such rent, it being understood for greater certainty that the Chargor and Chargee have agreed that in the circumstances a management fee equal to ten percent (10 %) of gross receipts received by the Chargee in the collection of such rents is a just and equitable fee having regard to the circumstances.

The Chargor covenants and agrees that no rent has been or will be paid by any person in possession of any portion of the premises described herein, in advance and that the payment of none of the rents to accrue for any portion of the said lands and premises have been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Chargor.

Provided further that the Chargor will not perform any act or do any thing or omit to do any thing which will cause the default of any lease in the buildings erected on the Charged Lands, unless consented to by the Chargee.

And the Chargor agrees that all leases, offers to lease and agreements to lease shall be bona fide and shall be at rates and on terms consistent with comparable space in the area of the lands and premises secured hereunder, and provided further that the Chargor shall obtain the consent of the Chargee prior to the execution of any lease, offer or agreement to lease or any tenancy agreement.

Any entry upon the Charged Premises under the terms of this Indenture shall not constitute the Chargee a "**Chargee in Possession**" in contemplation of law and that the Chargee shall not become liable to account to the Chargor or credit the Mortgagor with any moneys on account of the Charge except those which shall come into its hands or into the hands of any agents appointed by its pursuant hereto; the Chargee shall not be liable for failure to collect rents or revenues and shall be under no obligation to take any action or proceeding or exercise any remedy for the collection or recovery of the said rents and revenues, or any part thereof, and then, subject to all deductions and payments made out of the rents and revenues received from the Charged Premises as herein provided.

That this assignment is taken by way of additional security only and neither the taking of this assignment nor anything done in pursuance hereof shall make the Chargee liable in any way, as landlord or otherwise, for the performance or any covenants, obligations or liabilities under the Leases or any of them.

PAYMENT OF COSTS

The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor and his own client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:

(a) the preparation of this Charge, any renewals thereof and related security documents (the "**Security Documents**") and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;

(b) the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;

(c) the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;

(d) any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and

(e) any appraisals, environmental reports, engineering reports, cost consultants reports, or any other reports obtained at any time by the Chargee relating to the charged property.

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

LIMIT ON RATE OF INTEREST

(a) Adjustment

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

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

(b) Reimbursement

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

(c) Calculation

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

MANAGEMENT FEE

In the event that the Chargor defaults hereunder and the Chargee goes into possession of the property, the Chargee shall be entitled to be paid a property management project monitoring fee equal to Ten per cent (10%) of the hard costs required to complete construction.

AGREEMENTS IN WRITING

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

CHARGOR'S REPRESENTATIONS

The following shall constitute events of default hereunder entitling the Chargee to exercise its remedies hereunder or as available or at law:

- (i) if, in the Chargee's opinion, acting reasonably, the financial position of the Chargor or any Guarantor or the Charged Lands herein, the Chargor's representations and warranties contained herein or contained in any application for this Charge shall have suffered any material adverse change;
- (ii) if any action, suit or other proceeding is pending or commenced which may materially adversely affect the Chargor or any Guarantor or the herein Charged Lands;
- (iii) if any event shall occur which materially and adversely affects the whole or part of the value of the Charged Lands or the financial position of the Chargor or any Guarantor; or
- (iv) if any of the representations or warranties made by the Chargor in its application for the loan or any document delivered pursuant hereto or otherwise is incorrect in any material respect.

CONTINUING SECURITY

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

FARM DEBT MEDIATION ACT

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

PAYMENT OF AMOUNTS OWING TO GOVERNMENTAL AUTHORITIES

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

INSURANCE – ADDITIONAL PROVISIONS

The Chargor will at all times during the term maintain the insurance required by the Charge including, without limitation, the following coverages:

- (a) All risks of direct physical loss or damage, including, without limitation, coverage for the foundations of all improvements and flood and earthquake coverage, all on a replacement cost basis with loss payable to the Chargee under an Insurance Bureau of Canada mortgage clause; the policy should allow for the improvements on the property to be completed (if applicable), for partial occupancy, and for the property to be vacant and unoccupied for a period of at least 30 days;
- (b) Comprehensive broad form boiler and machinery insurance covering all pressure vessels (whether fired or unfired), air conditioning and miscellaneous electrical apparatus on the property, for an amount satisfactory to the Chargee, with loss payable to the Chargee under a Boiler and Machinery Insurance Association mortgage clause;
- (c) Business interruption or rental income loss coverage on a gross profits or rentals form sufficient to cover 100% of the loss of rent or loss of business income from the business conducted on the property for a period of twelve (12) months, based on the greater of actual or projected revenue, in respect of all perils described in (a) and (b) above;
- (d) Comprehensive general liability insurance, inclusive of bodily injury, death or property damage or loss, for a minimum amount of \$3,000,000.00 per occurrence or such other amount as the Chargee may reasonably request;
- (e) Theft of chattels;

- (f) Prior to any advance of the Principal Amount, the Chargor will provide to the Chargee or its solicitors original or certified copies of insurance policies providing the above coverages. The Chargee may have the insurance policies reviewed by a qualified property insurance consultant to ensure the insurance requirements of the Commitment Letter are satisfied; and
- (g) Evidence of policy renewal or satisfactory replacement must be provided annually at least thirty (30) days before expiry.

In addition to any other insurance provisions contemplated by this Charge or the Standard Charge Terms registered as No. **200033**:

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

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

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

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

UNDERTAKINGS

In the event that the Chargor defaults with respect to any of the terms of any undertakings delivered to the Chargee in consideration of the advance of funds under this Charge, or thereafter or with respect to any covenant contained in these additional provisions, such default will be an event of default under this Charge and entitle the Chargee to all of its remedies hereunder including the acceleration of the principal without further notice to the Chargor.

CONSTRUCTION AND SERVICING PROVISIONS

DEFINITIONS

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

- a) **"Approved Budget"** means the detailed budget of the total costs (hard and soft) required to service and construct the Project, prepared at the request of the Chargor and submitted to the Construction Cost Consultant and the Servicing Cost Consultant for their review and approval and subsequently approved by the Chargee;
- b) **"Advances"** includes the gross amount of that portion of the Principal Amount advanced by the Chargee from time to time hereunder and shall include any Advances made by the Chargee on account of a default by the Chargor;

- c) “**Chargee**” means FIRM CAPITAL MORTGAGE FUND INC. and also has the same meaning as the word “**Mortgagee**”.
- d) “**Chargor**” means FORTRESS BROOKDALE INC. and also has the same meaning as the word “**Mortgagor**”.
- e) “**Charged Lands**” means the lands and premises described in this Charge/Mortgage and the improvements thereon;
- f) “**Construction Cost Consultant**” means, for the construction of the Project on the Charged Lands, Ontario Appraisal Corporation or its replacement. The Chargee shall have the right to terminate the Construction Cost Consultant appointed from time to time;
- g) “**Construction Hard Cost Facility**” has the meaning ascribed thereto in the Commitment and is referable to the construction of a 7-storey building on the lands that will be a mix of sixty-two (62) residential condominium units each having an average size of 1,838 sq. ft. (113,943 sq. ft. of net saleable area in total), eighteen residential rental units each having an average size of 645 sq. ft. (11,607 sq. ft. of net leasable space in total) and 19,235 sq. ft. of ground floor retail space. The building will also contain three (3) levels of underground parking units (190 parking spaces), on the Charged Lands, as described in the Commitment;
- h) “**Cost Overruns**” or “**Cost Overrun**” means the amount by which the actual project costs exceed the project costs approved pursuant to the Approved Budget;
- i) “**Project**” means the construction of a 7-storey building on the lands that will be a mix of sixty-two (62) residential condominium units each having an average size of 1,838 sq. ft. (113,943 sq. ft. of net saleable area in total), eighteen residential rental units each having an average size of 645 sq. ft. (11,607 sq. ft. of net leasable space in total) and 19,235 sq. ft. of ground floor retail space. The building will also contain three (3) levels of underground parking units (190 parking spaces), on the Charged Lands, as described in the Commitment.
- j) “**Segregated Account**” means the single-purpose bank account for the Project to be set up and maintained by the Chargor and held in trust for the benefit of the Chargee and to be kept separate and apart from all funds, bank accounts and property of the Chargor not related to the Project;
- k) “**Servicing Cost Consultant**” means, for the servicing of the Charged Lands, the Project Engineer approved by the Chargee, or his/its replacement. The Chargee shall have the right to terminate the Servicing Cost Consultant appointed from time to time.
- l) “**Single Purpose Entity**” means a corporation, partnership or limited partnership, existing under the laws of Canada or a province thereof that:
- (i) is formed or organized solely for the purpose of acquiring and directly holding an ownership interest in the Project;
 - (ii) does not engage in any business unrelated to the ownership and operation of the Project;
 - (iii) does not own any assets (including, without limitation, the shares or other securities of any other corporation) other than an interest in the Project or related assets and has no liabilities, debts or obligations (whether actual, contingent or otherwise) except those relating exclusively to the Project; and
 - (iv) holds itself out as being a person separate or apart from any other person.
- m) “**Site Servicing Hard Cost Facility**” has the meaning ascribed thereto in the Commitment and is referable to the servicing of all of the Charged Lands;

ADVANCES

The Commitment provides for staged advances of the monies secured hereunder; and notwithstanding anything to the contrary contained herein or in any prior or subsequent oral or written agreement between the parties, the parties hereto hereby covenant, agree and acknowledge that neither the delivery of any Commitment by the Chargee to the Chargor, nor the execution, nor the registration of this Charge nor the advancement in part of the monies hereby secured shall bind the Chargee in law or in equity thereof, but that the advance of the monies hereby secured or any part thereof is to be made from time to time, in such manner and at such time and in such amounts as the Chargee in its sole exclusive discretion may from time to time determine and it is to be clearly understood that the Chargee is not bound to make any Advance hereunder and may at any time refuse to make Advances hereunder.

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

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

a) a detailed and accurate list of all of the names and addresses of all contractors, subcontractors and trades who are to perform servicing in respect of the Charged Lands together with true copies of all contracts entered into with the said parties which contracts shall be approved by the Chargee;

b) true copies of all engineering drawings and plans (which shall be signed, sealed and dated), as well as a set of plans with the approval of the Building Department of the Municipality, Town/Township or other Governmental Authority having jurisdiction thereon, endorsed thereon;

c) a detailed budget, (inclusive of the Chargor's cost of the borrowing) setting forth all costs, required to be expended to complete the servicing of the Project, which budget shall have been reviewed by the Servicing Cost Consultant. The Servicing Cost Consultant shall certify to the Chargee that the budget is a reasonable accurate projection of the cost to complete the servicing of the Project and same to be approved by the Chargee; and

d) evidence of Tarion Warranty Corporation ("Tarion") registration in respect of the Borrower and evidence of Tarion enrolment for each unit/house.

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

a) a detailed and accurate list of all of the names and addresses of all contractors, subcontractors and trades who are to perform construction in respect of the Charged Lands together with true copies of all contracts entered into with the said parties which contracts shall be approved by the Chargee;

b) true copies of all architectural drawings and plans (which shall be signed, sealed and dated), as well as a set of plans with the approval of the Building Department of the Municipality, Town/Township or other Governmental Authority having jurisdiction thereon, endorsed thereon;

c) a detailed budget, (inclusive of the Chargor's cost of the borrowing) setting forth all costs, required to be expended to complete the construction of the Project including hard and soft costs, which budget shall have been reviewed by the Construction Cost Consultant. The Construction Cost Consultant shall certify to the Chargee that the budget is a reasonable accurate projection of the cost to complete the construction of the Project and same to be approved by the Chargee;

d) Building Permits for the construction of each unit/house to be constructed on the Charged Lands, as described in the Commitment;

e) evidence of Tarion Warranty Corporation (“**Tarion**”) registration in respect of the Borrower and evidence of Tarion enrolment for each unit/house.

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

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

b) Certificates of the Construction Cost Consultant and the Servicing Cost Consultant setting out the valuation of all work completed at that time in respect of the Project and the estimated cost to complete the Project, hard as well as soft costs together with a progress report as to the status of the Project at that time;

c) an original up to date survey showing the location of the structure erected on the Charged Lands as well as any easements, right of way and any other material discrepancy. The survey shall be signed, sealed and dated by an Ontario Land Surveyor;

4. It is expressly acknowledged and agreed that in the making of the staged Advances in accordance with the terms of the Commitment, there shall always be held back an amount sufficient to cover the estimated costs to complete the Project, as contemplated by the Commitment, inclusive of all interest cost, from time to time as set forth in the certificates of the Construction Cost Consultant and the Servicing Cost Consultant furnished pursuant to paragraph 3(b) hereof. The Chargor hereby represents, warrants and covenants that the costs as set out in the Approved Budget will have been carefully and conservatively prepared to reflect as accurately as possible the actual costs in accordance with generally accepted accounting practices.

5. It is further expressly agreed that notwithstanding anything herein contained to the contrary, the Chargee shall at all times have the option, from time to time (i) to reduce any advances for which the Chargor has qualified by an amount equivalent to any potential deficiency in any applicable construction lien holdbacks relating to construction with respect to the Charged Lands so as to protect its priority with respect to the equity of the Charged Lands or (ii) to require from the Chargor additional security satisfactory to the Chargee to protect its priority position with respect to such equity in the Charged Lands. In the event that such additional security is by way of cash collateral, any interest earned on such cash collateral, from time to time, shall be credited to the Chargor and added to such cash collateral. Such additional security shall be released upon the Chargee receiving satisfactory evidence that there are no deficiencies in any applicable construction lien holdbacks and that all requisite construction lien periods have expired with no liens registered or notices of lien notified to the Chargee or its solicitors.

6. At the time of each Advance there shall have been full and complete compliance with all requirements of the Construction Lien Act, as amended and/or restated from time to time, and the Chargor shall submit to the Chargee, in form and content satisfactory to the Chargee, evidence of such compliance. The Chargor agrees that the Chargee shall be entitled to withhold from any Advance, or pay into court as an Advance, such amounts as the Chargee, in its sole discretion, considers advisable to protect its interests from subordination under the provisions of the said act, and to secure the priority of the Charge over any actual or potential construction liens. Nothing in this paragraph shall be construed to make the Chargee an "owner" or "payer" as defined by the said act, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback or otherwise or to maintain on the Chargor's behalf any holdback which may be required to be made by the owner or payer. Any such obligation shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the said act.

7. The Chargor covenants and agrees to provide to the Chargee, prior to each advance, statutory declarations sworn by an officer of the Chargor and outlining the particulars of all contracts entered into by the Chargor in respect of supply of services or material to any improvements on the Charged Lands. Such statutory declarations shall be acceptable to the Chargee as to form and content. In addition, the Chargor covenants and agrees to produce such contracts for examination by the Chargee if and whenever the Chargee shall so require.

8. The Chargor covenants and agrees that all improvements to the Charged Lands shall comply in all respects with the provisions of the said act and if a construction lien is filed against all or part of the Charged Lands, then within ten (10) days after receipt of notice thereof, the Chargor shall cause the lien to be vacated or discharged. If the Chargor fails to do so, then in addition to its other rights provided herein, the Chargee shall be entitled to pay into court a sum sufficient to obtain an order vacating such lien or to purchase a financial guarantee bond in the form prescribed under the said act. All costs, charges and expenses incurred by the Chargee in connection with such payment into court or in connection with the purchase of a financial guarantee bond or in connection with any legal proceedings, together with interest thereon at the rate stipulated herein, shall be added to the principal sum secured herein and shall be payable forthwith by the Chargor to the Chargee. If any person that performs work, labour or services or that provides materials to or for the Charged Lands, names the Chargee as a party to any legal proceedings which it takes to enforce a construction lien or trust claim, then the Chargor agrees to reimburse the Chargee for any and all legal expenses (on a solicitor and his own client basis) incurred by the Chargee in such legal proceedings.

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

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

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

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

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

e) Should the servicing or construction of the Project cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Chargor excepted) for a period of at least fifteen (15) consecutive business days, then the principal sum secured by this Charge together with all other sums owing, at the option of the Chargee, shall immediately become due and payable. In the event that servicing or construction does cease, or the Chargor is in default hereunder or under any of the security documents, then the Chargee shall have the right, at its sole option, to assume complete control of the construction in such manner and on such terms as it deems advisable. The cost of completion incurred by the Chargee and all costs and expenses incidental thereto, together with a management fee of fifteen percent (15%) of the cost of such servicing and construction, shall, be added to the principal sum secured herein together with interest thereon at the rate stipulated herein, and shall be payable by the Chargor upon demand.

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

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

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

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

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

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

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

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

PROVIDED that the Chargor shall pay to the Chargee a fee of \$200.00 for each advance and inspection, which fee, if not paid, may be added to the principal balance outstanding and shall be secured by this charge. The Chargee is hereby authorized to deduct such fee from each advance.

CHARGOR'S EQUITY REQUIREMENT

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

SINGLE FAMILY RESIDENCE

In the event that a single family residence is situated on the Charged Lands, then the following provisions shall apply:

The Chargor covenants with the Chargee that the herein Charged Lands are not subject to any tenancy agreements and that the Chargor will not enter into any tenancy agreements respecting the Charged Lands or any part thereof without the prior written consent of the Chargee, which consent may be unreasonably withheld.

The Chargor hereby agrees that any tenancy agreement entered into in breach of the foregoing is deemed to have been entered into with the object and intent of discouraging the Chargee from taking possession of the herein Charged Lands on default or adversely affecting the value of the Chargee's interest in the herein Charged Lands contrary to the provisions of The Mortgages Act, R.S.O. 1990 as amended.

CONDOMINIUM ADDITIONAL PROVISIONS

CONDOMINIUM VOTING RIGHTS

The Chargor covenants and agrees at all times and from time to time to observe and perform all duties and obligations imposed upon him by The Condominium Act and by the Declaration and By-Laws, as amended from time to time, of the Condominium Corporation, by virtue of his ownership of the said unit. Any breach of the said duties and obligations shall constitute a breach of covenant under this charge. The Chargor further covenants and agrees to transmit to the Chargee forthwith upon the demand of the Chargee, satisfactory proof that all common expenses against the said unit have been paid as assessed.

Without limiting the generality of the foregoing, the Chargor covenants and agrees that he will pay promptly when due any contributions to common expenses required of him as an owner of the said unit and in the event of his default in doing so, the Chargee, at its option, may pay the same and exercise all or any of its rights under the provisions of this charge whether or not any payment in default has priority to this charge or any part of the monies secured hereby.

The Chargee is hereby irrevocably authorized and empowered to exercise the right of the Chargor as an owner of the said unit to vote or to consent in all matters relating to the affairs of the said Corporation, subject to the rights of any prior Chargee, provided that:

- (a) The Chargee may at any time or from time to time give notice in writing to the Chargor and the said condominium Corporation that the Chargee does not intend to exercise the said right to vote or consent and in that event until the Chargee revokes the Chargor may exercise the right to vote. Any such notice may be for an indeterminate period of time or for a limited period of time or for a specific meeting or matter.
- (b) The Chargee shall not by virtue of the assignment to the Chargee of the right to vote or consent be under any obligation to vote or consent or to protect the interest of the Chargor.
- (c) The exercise of the right to vote or consent shall not constitute the Chargee a Chargee in possession.

This charge is made in pursuance of the Land Registration Reform Act, R.S.O. 1990, Chapter L.4 and in pursuance of the Condominium Act, R.S.O. 1990, Chapter C. 26.

UNIT OCCUPANCY

Notwithstanding any other provisions of this Charge, upon unit occupancy, the Chargor shall pay all monthly interim occupancy fees received by it from the Purchasers of condominium units to the Chargee, such amounts to be applied firstly on account of the interest due hereunder and secondly on account of the principal sum secured hereunder.

REGISTRATION OF CONDOMINIUM

The Chargor hereby covenants with the Chargee, that in the event the Property is registered as a condominium during the term of the Charge, the Chargor shall forthwith upon condominium registration provide the Chargee with a good, valid and registrable first charge on all of the condominium units contained in the condominium plan, having the same terms and conditions as this Charge, failing which, the Balance Due Date and the Last Payment Date of **December 1, 2017**, contained in this Charge shall be deemed to be changed to a date which is ten (10) days after the date on which the Condominium Declaration has been registered.

PRIVACY PROVISIONS

(a) The Chargor hereby irrevocably consents to the Chargee releasing and disclosing to any other parties, their authorized agents and solicitors requesting the same, any and all information, whether confidential or not, in its possession regarding the Charged Lands or the within mortgage loan including, without limitation, details of the mortgage loan balance, the terms of this mortgage loan, defaults hereunder (existing or prior) and like matters.

(b) The Chargor hereby confirms and agrees that the release and disclosure of any such information by the Chargee constitutes the release and disclosure of such information with the full knowledge and consent of the Chargor within the meaning of the Personal Information Protection and Electronic Documentation Act (Canada), as amended.

(c) The Chargor hereby releases the Chargee from any and all liabilities, damages, suits, actions, claims, monies and costs arising from (i) the release and disclosure of any such information by the Chargee, and (ii) any breach of the provisions of any applicable laws, including the Personal Information Protection and Electronic Documentation Act (Canada), as amended, provided that the Chargee has acted in accordance with the consent and direction received from the Chargor.

(d) The Chargor further irrevocably consents to the Chargee obtaining from any other person or entity and/or their authorized agents and/or representatives any and all information, whether confidential or not, in their possession relating to the Chargor and the Charged Lands, including without limitation, details of any balance outstanding under any mortgage relating thereto, the terms of such mortgage, defaults thereunder (existing or prior) and like matters.

FINANCIAL AND PROPERTY UPDATES

Within thirty (30) days of a request from the Chargee, the Chargor shall provide the Chargee with (i) an update on the financial status of the Chargor and Guarantor, including but not limited updated financial statements and/or personal net worth statements, and/or (ii) an update of the status of the Property and/or project, failing which the within Charge shall be in default.

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

Filed by
Dye & Durham Co. Inc.

Filing Date: November 3, 2000

Filing number: 200033

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4 as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of Standard Charge Terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

Exclusion of Statutory Covenants

1. The implied covenants deemed to be included in a charge under subsection 7(1) of the *Land Registration Reform Act* as amended or re-enacted are excluded from the Charge.

Right to Charge the Land

2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act to Encumber

3. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose.

Good Title in Fee Simple

4. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform

5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default

6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

No Obligation to Advance

7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal

8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

Power of Sale

9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly

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

Quiet Possession

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

Right to Distrain

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

Further Assurances

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

Acceleration of Principal and Interest

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

Unapproved Sale

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

Partial Releases

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

Obligation to Insure

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

Obligation to Repair

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

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

*Building
Charge*

18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.

*Extensions
not to
Prejudice*

19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

*No Merger
of Covenants*

20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.

*Change in
Status*

21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.

*Condominium
Provisions*

22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.

Discharge

23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.

Guarantee

24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:
- (a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.
 - (b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.
 - (c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect

This is **Exhibit "F"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

Summary of Parcel Registers and Registered Interests on Title

First:	Firm Capital Mortgage Fund Inc.	(\$18,500,000.00)
Second*:	Quincy Investment Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Angelo Grossi David Mark Doubilet Gus Stamatiou Robert Di Matteo Tonino Amendola ("Quincy Investment Limited et. al")	(\$5,330,000.00)
Third*:	RW Fortress Inc. (now Jaekel Capital Inc.)	(\$675,000.00)**
Fourth*:	Building & Development Mortgages Canada Inc.	(\$4,800,000.00)
Fifth*:	Centro Mortgage Inc. (now Building & Development Mortgages Canada Inc.)	(\$21,800,000.00)***

* These mortgages have been amended, transferred and postponed by way of various registrations as set out in Schedules "A", "B", "C" and "D" attached hereto

** As amended by Notice Amending Charge, registered as No. AT4457626

*** As amended by Notice Amending Charge, registered as No. AT4619487

SCHEDULE "A"

2ND CHARGE AT4065378

Quincy Investments Limited et.al.

1. Postponement to City of Toronto AT4303844, registered as No. AT4303848;
2. Postponement to City of Toronto AT4303858, registered as Instrument No. AT4303862;
3. Postponement to first Charge AT4591073, registered as Instrument No. AT4591077.

SCHEDULE "B"

3RD CHARGE AT3894769

RW Fortress Inc. (now Jaekel Capital Inc.)

4. Postponement to second Charge AT4065378, registered as No. AT4065412;
5. Notice Amending Charge to \$1,000,000.00, registered as Instrument No. AT4243114;
6. Postponement to City of Toronto AT4303844, registered as No. AT4303846;
7. Postponement to City of Toronto AT4303858, registered as Instrument No. AT4303860;
8. Notice Amending Charge to \$250,000.00, registered as Instrument No. AT4409893;
9. Notice Amending Charge to \$675,000.00, registered as Instrument No. AT4457626;
10. Postponement to first Charge AT4591073, registered as Instrument No. AT4591075.

SCHEDULE "C"

4TH CHARGE AT4707175

**Building & Development Mortgages Canada Inc. ("BDMC") transferred to BDMC and
Computershare Trust Company of Canada**

1. Transfer of Charge, registered as Instrument No. AT4728397;
2. Transfer of Charge, registered as Instrument No. AT4732555;
3. Transfer of Charge, registered as Instrument No. AT4738233;
4. Transfer of Charge, registered as Instrument No. AT4744352;
5. Transfer of Charge, registered as Instrument No. AT4752741;
6. Transfer of Charge, registered as Instrument No. AT4762751;
7. Transfer of Charge, registered as Instrument No. AT4781690;

SCHEDULE “D”

5TH CHARGE AT3955352

Centro Mortgages Inc. (now BDMC) transferred to BDMC and Olympia Trust Company

1. Transfer of Charge, registered as No. AT3955420;
2. Transfer of Charge, registered as No. AT3962441;
3. Transfer of Charge, registered as No. AT3986534;
4. Transfer of Charge, registered as No. AT4021992;
5. Transfer of Charge, registered as No. AT4046860;
6. Postponement to second Charge AT4065378, registered as No. AT4065413;
7. Transfer of Charge, registered as No. AT4075751;
8. Transfer of Charge, registered as No. AT4110698;
9. Transfer of Charge, registered as No. AT4130302;
10. Transfer of Charge, registered as No. AT4158080;
11. Transfer of Charge, registered as No. AT4174535;
12. Notice Amending Charge to \$10,300,000.00, registered as Instrument No. AT4216294;
13. Transfer of Charge, registered as No. AT4216295;
14. Transfer of Charge, registered as No. AT4240390;
15. Notice Amending Charge to \$14,920,000.00, registered as Instrument No. AT4249565;
16. Transfer of Charge, registered as No. AT4269368;
17. Postponement to City of Toronto AT4303844, registered as Instrument No. AT4303847;
18. Postponement to City of Toronto AT4303858, registered as Instrument No. AT4303861;
19. Transfer of Charge, registered as No. AT4304843;
20. Notice Amending Charge to \$16,600,000.00, registered as Instrument No. AT4311566;
21. Transfer of Charge, registered as No. AT4340511;
22. Transfer of Charge, registered as No. AT4363739;

23. Notice Amending Charge to \$17,883,400.00, registered as Instrument No. AT4414052;
24. Transfer of Charge, registered as No. AT4414053;
25. Transfer of Charge, registered as No. AT4427266;
26. Transfer of Charge, registered as No. AT4469319;
27. Notice Amending Charge to \$19,420,000.00, registered as Instrument No. AT4486280;
28. Transfer of Charge, registered as No. AT4486281;
29. Transfer of Charge, registered as No. AT4503127;
30. Transfer of Charge, registered as Instrument No. AT4516581;
31. Transfer of Charge, registered as Instrument No. AT4540011;
32. Transfer of Charge, registered as Instrument No. AT4560150;
33. Postponement to first Charge AT4591073, registered as Instrument No. AT4591076;
34. Notice Amending Charge to \$21,800,000.00, registered as Instrument No. AT4619487;
35. Transfer of Charge, registered as Instrument No. AT4619488;
36. Transfer of Charge, registered as Instrument No. AT4645430;
37. Postponement to fourth Charge AT4707175, registered as Instrument No. AT4707176.

This is **Exhibit "G"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made this 12th day of May, 2017

BETWEEN:

FIRM CAPITAL MORTGAGE FUND INC.

(hereinafter called the " **Holder** ")

OF THE FIRST PART;

- AND -

FORTRESS BROOKDALE INC.

(hereinafter called the " **Debtor** ")

OF THE SECOND PART;

As a general continuing security for the payment of all liabilities, obligations and indebtedness of Debtor to Holder, whether direct or indirect, primary or secondary, fixed or contingent, joint or several, or otherwise due or to become due, now existing or hereafter arising (including but not limited to any and all liabilities, obligations and indebtedness arising in connection with i) the loan provided for in the Letter of Commitment issued from Firm Capital Corporation in favour of the Debtor c/o Vince Petrozza dated April 18, 2017, as thereafter amended from time to time; ii) the Charge/Mortgage in the principal amount of **Eighteen Million, Five Hundred Thousand Dollars (\$18,500,000.00)** securing the land and premises set out in Schedule "A" attached hereto; and iii) all other security documents, loan documents, guarantees, and agreements relating to the aforementioned loan), together with any additional sums that shall at anytime hereafter be owed by Debtor to Holder (hereinafter collectively called the "**Indebtedness**"), the Debtor grants and assigns to the Holder all the Debtor's right, title, interest, claim benefit and demand to the following described property, (hereinafter collectively called the "**Collateral**"):

(a) Accounts Receivable

All debts, accounts, claims, monies and choses in action which now are or which may at any time hereafter be due or owing to or owned by the Debtor, and also all securities, bills, notes and other documents now held or owned by the Debtor or anyone on behalf of the Debtor in respect of the said debts, claims, monies and choses in action or any part hereof, and also all books and papers recording, evidencing or relating to said debts, accounts, claims, monies and choses in action or any part thereof (all of the foregoing being hereinafter called the "**accounts receivable**"),

(b) Inventory

All inventory of whatever kind and wherever situate now owned or hereafter acquired or reacquired by the Debtor including all goods, merchandise, raw materials, goods in process, finished goods and other tangible personal property held for sale, lease or resale or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor, together with the products and cash and non-cash proceeds thereof (all of the foregoing being called the "**inventory**");

(c) Equipment

All machinery, equipment and other tangible personal property now owned or hereafter acquired or reacquired by the Debtor and not included in subparagraphs (a) and (b) above (all of which is hereinafter called the "**equipment**");

(d) Intangibles

All intangible property now owned or hereafter acquired by the Debtor and not included in subparagraph (a) and (b) above including, without limiting the generality of the foregoing, all contractual rights, goodwill, patents, trade-marks, copyrights and other industrial property (all of which are hereinafter called the "**intangibles**");

2. Covenants

The Debtor hereby warrants and agrees with the Holder as follows:

- (a) The Debtor shall from time to time forthwith on request furnish to the Holder in writing all information requested relating to the Collateral and the Holder shall be entitled from time to time to inspect the aforesaid Collateral and to take temporary custody of and make copies of all documents relating to accounts receivable and/or proceeds and for such purposes the Holder shall have access to all the premises occupied by the Debtor or where the Collateral or any of it may be found.
- (b) The Debtor shall from time to time forthwith on the Holder's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Holder of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents, and the Debtor hereby constitutes and appoints any officer or employee of the Holder, or any receiver appointed by the Court or the Holder as hereafter set out, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- (c) The Debtor shall keep the inventory and equipment insured against loss by fire and such other risks as the Holder may reasonably require for their full insurable value and will pay all premiums in connection with such insurance. All policies of insurance and the proceeds thereof will be held in trust by the Debtor for the benefit of the Holder under the provisions of this agreement. If the Debtor neglects to provide such insurance, the Holder may obtain the same and charge the premiums therefor to the Debtor, together with interest at the rate currently charged to the Debtor under its obligations to the Holder at the date of payment of the premium by the Holder.

3. Default

Time shall be in all respects of the essence of this agreement. The Debtor shall be in default hereunder, and the security hereby constituted shall become enforceable:

- (a) If the Debtor fails to pay when due any amount owing to the Holder;
- (b) If the Debtor fails to keep and perform any of the terms and conditions of this agreement, or defaults in the provisions contained in any other security provided to Holder;
- (c) If the Debtor shall become bankrupt or insolvent or shall take or attempt to take advantage of any statute for the relief of bankrupt or insolvent Debtors or if a receiver shall be appointed of any of the Debtor's assets or if the Collateral is substantially damaged or destroyed or seized under any judicial process or for rent or otherwise confiscated;
- (d) If any execution or any other process of any court becomes enforceable against the Debtor or if any distress or analogous process is levied upon the Collateral;
- (e) If the Debtor ceases or threatens to cease to carry on business;
- (f) If the Debtor makes or proposes to make any sale of its assets in bulk or out of the ordinary course of its business;
- (g) If a resolution is passed or a petition is filed or if any order is made for the winding-up of the Debtor; or
- (h) If the Holder acting on reasonable commercial grounds, is of the opinion that its Loan or any of the security being provided herein is threatened or at risk.

4. Remedies Upon Default

If the security hereby constituted shall become enforceable, all amounts owing hereunder shall forthwith become due and payable and the Holder may immediately sue for the entire remaining balance of the Indebtedness, and all expenses incurred by the Holder in recovering the same including all legal costs, together with interest thereon after default and until payment in full, at the rate charged by the Holder at that time on past due accounts, and the Holder shall have and may exercise all of the rights of a secured party under the Personal Property Security Act of Ontario (the "PPSA"). The Holder may also cancel any insurance on the Collateral and collect the unearned premium, for which purpose the Debtor hereby irrevocably appoints any officer of the Holder its attorney. All rights of repossession may be exercised by the Holder without notice or demand and without legal process. The proceeds of any disposition of the Collateral may, in addition to any application allowed under the PPSA, be applied to the reasonable value of time and materials furnished by the Holder in repairs and otherwise preparing the Collateral for disposition and to reasonable legal and other costs in respect of the repossession and disposition thereof. The Debtor covenants and agrees to pay to the Holder on demand, any deficiency after sale of the Collateral. Should the Holder elect to retain the Collateral, all payments previously made thereon shall remain the property of the Holder as liquidated damages and not as penalty. The Debtor expressly waives all actions, claims and demands against the Holder arising out of this agreement or the repossession, resale or retention of the Collateral.

If the security hereby constituted shall become enforceable, the Debtor will, upon request by the Holder, deliver forthwith to the Holder lists or copies of all accounts receivable and/or proceeds. The Holder shall have full power to collect, compromise, endorse, sell or otherwise deal with the same in its own name or that of the Debtor and the Holder may apply any amounts received in connection therewith to any part of the indebtedness secured hereunder as it sees fit.

All remedies of the Holder at law and hereunder are cumulative and concurrent.

5. Receiver

If the security hereby constituted shall become enforceable, the Holder may, by instrument in writing, appoint any person or persons, whether an officer or officers or an employee or employees of the Holder or not, to be a receiver or receivers of all or any part of the Collateral, and may remove any receiver or receivers so appointed and may appoint another or others in his or their stead. Any such receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and in no event the agent of the Holder, and the Holder shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such receiver. Subject to the provisions of the instrument appointing such receiver, any such receiver or receivers so appointed shall have the power to take possession of the Collateral or any part thereof and to carry on or concur in carrying on the business of the Debtor and to sell or concur in selling all or any part of the Collateral. Except as may be otherwise directed by the Holder, all monies from time to time received by such receiver shall be held in trust for and paid over to the Holder. The term "receiver" as used in this paragraph includes a receiver and manager.

6. Waiver

The Holder may waive any breach by the Debtor of any of the provisions contained in this agreement or any default by the Debtor in the observance or performance of any term or condition hereof provided always that no act or omission of the Holder shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights resulting therefrom.

7. Payment

The Indebtedness secured hereunder shall be paid and shall be assignable free from any right of set-off or counter-claim or equities between the Debtor and the Holder.

8. Security

The security hereby constituted is in addition to and not in substitution for any other security now or hereafter held by the Holder.

9. Entire Contract

This agreement constitutes the entire contract between the parties and there are no representations, warranties, conditions or collateral agreements, express or implied, statutory or otherwise, with respect to this agreement or the rights of the parties other than as herein contained. No modification of this agreement shall be valid unless made in writing and signed by the parties hereto.

10. Acknowledgment

The Debtor hereby acknowledges receipt as of the date of execution of these presents of a copy of this agreement.

11. Binding Effect

This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

12. Assignment

The Debtor shall not assign this agreement or any of its rights hereunder.

13. Applicable Law

This agreement and all the terms hereof shall be construed in accordance with the laws of the Province of Ontario.

14. Titles

All headings and titles in this agreement are for reference only and are not to be used in the interpretation of the terms hereof.

The undersigned hereby acknowledges receipt of a copy of this agreement.

EXECUTED and sealed this 11th day of May, 2017.

FORTRESS BROOKDALE INC.

Per: V. Petrozza

Name: Vince Petrozza

Title: Secretary

Per: _____

Name: Danny Salvatore

Title: First Vice President

We have authority to bind the Corporation

9. Entire Contract

This agreement constitutes the entire contract between the parties and there are no representations, warranties, conditions or collateral agreements, express or implied, statutory or otherwise, with respect to this agreement or the rights of the parties other than as herein contained. No modification of this agreement shall be valid unless made in writing and signed by the parties hereto.

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The undersigned hereby acknowledges receipt of a copy of this agreement.

EXECUTED and sealed this ___ day of May, 2017.

FORTRESS BROOKDALE INC.

Per: _____

Name: Vince Petrozza

Title: Secretary

Per: _____

Name: Danny Salvatore

Title: First Vice President

We have authority to bind the Corporation

SCHEDULE "A"**LEGAL DESCRIPTION****PIN: 10189-0865 (LT)**

Lots 33 and 34, Plan 2371, Part of Lots 42A and Lot 43A, Plan 2247, designated as Part 1 on Plan 66R29204; t/w an easement over Part 3 on Plan 66R29204 as in AT4379990, City of Toronto

PIN: 10189-0866 (LT)

Lot 32, Plan 2371, Township of York, designated as Part 2 on Plan 66R29204, City of Toronto

In the Land Titles Division of the Toronto Registry Office (No. 66)

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made this 12th day of May, 2017

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

(hereinafter called the " **Holder** ")

OF THE FIRST PART;

- A N D -

FORTRESS AVENUE ROAD (2015) INC.

(hereinafter called the " **Debtor** ")

OF THE SECOND PART;

As a general continuing security for the payment of all liabilities, obligations and indebtedness of Debtor to Holder, whether direct or indirect, primary or secondary, fixed or contingent, joint or several, or otherwise due or to become due, now existing or hereafter arising (including but not limited to any and all liabilities, obligations and indebtedness arising in connection with i) the loan provided for in the Letter of Commitment issued from Firm Capital Corporation in favour of Fortress Brookdale Inc. c/o Vince Petrozza dated April 18, 2017, as thereafter amended from time to time; ii) the Charge/Mortgage in the principal amount of **Eighteen Million, Five Hundred Thousand Dollars (\$18,500,000.00)** securing the land and premises set out in Schedule "A" attached hereto; and iii) all other security documents, loan documents, guarantees, and agreements relating to the aforementioned loan), together with any additional sums that shall at anytime hereafter be owed by Debtor to Holder (hereinafter collectively called the "**Indebtedness**"), the Debtor grants and assigns to the Holder all the Debtor's right, title, interest, claim benefit and demand to the following described property, (hereinafter collectively called the "**Collateral**"):

(a) **Accounts Receivable**

All debts, accounts, claims, monies and choses in action which now are or which may at any time hereafter be due or owing to or owned by the Debtor, and also all securities, bills, notes and other documents now held or owned by the Debtor or anyone on behalf of the Debtor in respect of the said debts, claims, monies and choses in action or any part hereof, and also all books and papers recording, evidencing or relating to said debts, accounts, claims, monies and choses in action or any part thereof (all of the foregoing being hereinafter called the "**accounts receivable**"),

(b) **Inventory**

All inventory of whatever kind and wherever situate now owned or hereafter acquired or reacquired by the Debtor including all goods, merchandise, raw materials, goods in process, finished goods and other tangible personal property held for sale, lease or resale or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor, together with the products and cash and non-cash proceeds thereof (all of the foregoing being called the "**inventory**");

(c) **Equipment**

All machinery, equipment and other tangible personal property now owned or hereafter acquired or reacquired by the Debtor and not included in subparagraphs (a) and (b) above (all of which is hereinafter called the "**equipment**");

(d) **Intangibles**

All intangible property now owned or hereafter acquired by the Debtor and not included in subparagraph (a) and (b) above including, without limiting the generality of the foregoing, all contractual rights, goodwill, patents, trade-marks, copyrights and other industrial property (all of which are hereinafter called the "**intangibles**");

9. Entire Contract

This agreement constitutes the entire contract between the parties and there are no representations, warranties, conditions or collateral agreements, express or implied, statutory or otherwise, with respect to this agreement or the rights of the parties other than as herein contained. No modification of this agreement shall be valid unless made in writing and signed by the parties hereto.

10. Acknowledgment

The Debtor hereby acknowledges receipt as of the date of execution of these presents of a copy of this agreement.

11. Binding Effect

This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

12. Assignment

The Debtor shall not assign this agreement or any of its rights hereunder.

13. Applicable Law

This agreement and all the terms hereof shall be construed in accordance with the laws of the Province of Ontario.

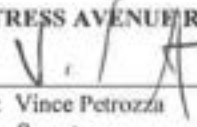
14. Titles

All headings and titles in this agreement are for reference only and are not to be used in the interpretation of the terms hereof.

The undersigned hereby acknowledges receipt of a copy of this agreement.

EXECUTED and sealed this 19th day of May, 2017.

FORTRESS AVENUE ROAD (2015) INC.

Per: 
Name: Vince Petrozza
Title: Secretary

I have authority to bind the Corporation

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made this 12th day of May, 2017

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

(hereinafter called the " **Holder** ")

OF THE FIRST PART;

- A N D -

FERNBROOK HOMES (BROOKDALE) LIMITED

(hereinafter called the " **Debtor** ")

OF THE SECOND PART;

As a general continuing security for the payment of all liabilities, obligations and indebtedness of Debtor to Holder, whether direct or indirect, primary or secondary, fixed or contingent, joint or several, or otherwise due or to become due, now existing or hereafter arising (including but not limited to any and all liabilities, obligations and indebtedness arising in connection with i) the loan provided for in the Letter of Commitment issued from Firm Capital Corporation in favour of Fortress Brookdale Inc. c/o Vince Petrozza dated April 18, 2017, as thereinafter amended from time to time; ii) the Charge/Mortgage in the principal amount of **Eighteen Million, Five Hundred Thousand Dollars (\$18,500,000.00)** securing the land and premises set out in Schedule "A" attached hereto; and iii) all other security documents, loan documents, guarantees, and agreements relating to the aforementioned loan), together with any additional sums that shall at anytime hereafter be owed by Debtor to Holder (hereinafter collectively called the "**Indebtedness**"), the Debtor grants and assigns to the Holder all the Debtor's right, title, interest, claim benefit and demand to the following described property, (hereinafter collectively called the "**Collateral**"):

(a) **Accounts Receivable**

All debts, accounts, claims, monies and choses in action which now are or which may at any time hereafter be due or owing to or owned by the Debtor, and also all securities, bills, notes and other documents now held or owned by the Debtor or anyone on behalf of the Debtor in respect of the said debts, claims, monies and choses in action or any part hereof, and also all books and papers recording, evidencing or relating to said debts, accounts, claims, monies and choses in action or any part thereof (all of the foregoing being hereinafter called the "**accounts receivable**"),

(b) **Inventory**

All inventory of whatever kind and wherever situate now owned or hereafter acquired or reacquired by the Debtor including all goods, merchandise, raw materials, goods in process, finished goods and other tangible personal property held for sale, lease or resale or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor, together with the products and cash and non-cash proceeds thereof (all of the foregoing being called the "**inventory**");

(c) **Equipment**

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13. Applicable Law

This agreement and all the terms hereof shall be construed in accordance with the laws of the Province of Ontario.

14. Titles

All headings and titles in this agreement are for reference only and are not to be used in the interpretation of the terms hereof.

The undersigned hereby acknowledges receipt of a copy of this agreement.

EXECUTED and sealed this 19 day of May, 2017.

FERNBROOK HOMES (BROOKDALE) LIMITED

Per: 
Name: Danny Salvatore
Title: President

I have authority to bind the Corporation

This is **Exhibit "H"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law,
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113022.62

REPORT : FSSR060
PAGE : 1
(9855)

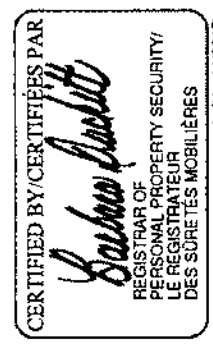
THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
FILE CURRENCY : 17SEP 2018

ENQUIRY NUMBER 20180918113022.62 CONTAINS 35 PAGE(S), 8 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP · ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7



CONTINUED... 2



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 738056223

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20180409 1447 6083 1437

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME ADDRESS

04 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME ADDRESS

07 SECURED PARTY / LIEN CLAIMANT ADDRESS

08 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO FIXED
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

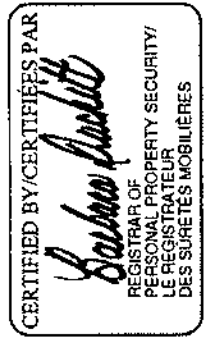
13 GENERAL BROOKDALE ON AVENUE ROAD, TORONTO, KNOWN AS BROOKDALE ON AVENUE ROAD

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT ADDRESS

17



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

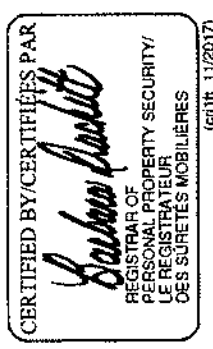
CONTINUED . . .

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	736943643	
01	CAUTION FILING	TOTAL NO. OF PAGES	010
		MOTOR VEHICLE SCHEDULE	20180305 1106 1862 7637 P PPSA
		REGISTERED ORDER PERIOD	5
02	DEBTOR NAME	FIRST GIVEN NAME	INITIAL SURNAME
03		FORTRESS BROOKDALE INC.	
04	ADDRESS	25 BRODIE DRIVE, UNIT 1	RICHMOND HILL ON L4B 3K7
05	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
06	BUSINESS NAME	FORTRESS AVENUE ROAD (2015) INC.	
07	ADDRESS	25 BRODIE DRIVE, UNIT 1	RICHMOND HILL ON L4B 3K7
08	SECURED PARTY / LIEN CLAIMANT	QUINCY INVESTMENTS LIMITED	
09	ADDRESS	31 DENSLEY AVENUE	TORONTO ON M6M 2P5
10	COLLATERAL CLASSIFICATION	CONSUMER	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED
		X	X
	YEAR MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE		
13	GENERAL COLLATERAL DESCRIPTION	PERTAINING TO 1690 AVENUE ROAD AND 375 FAIRLAWN AVENUE, TORONTO, ONTARIO. THIS IS A REPERFECTION OF THE ORIGINAL REGISTRATION, BEING REFERENCE FILE NO. 711743913.	
16	REGISTERING AGENT	CORSTANOS LEE (#15-6039)	
17	ADDRESS	3800 STEELES AVENUE WEST, SUITE 203W	VAUGHAN ON L4L 4G9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 5



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 736943643
 CAUTION FILING : 002
 TOTAL NO. OF PAGES : 010

MOTOR VEHICLE REGISTRATION NUMBER : 20180305 1106 1862 7637
 REGISTERED UNDER PERIOD :
 REGISTRATION NUMBER : 20180305 1106 1862 7637

DEBTOR NAME : FERNBROOK HOMES (BROOKDALE) LIMITED
 BUSINESS NAME : FERNBROOK HOMES (BROOKDALE) LIMITED
 ADDRESS : 2220 HIGHWAY 7 WEST, UNIT 5 CONCORD
 ONTARIO CORPORATION NO. : L4K 1W7

DEBTOR NAME :
 BUSINESS NAME :
 ADDRESS :
 ONTARIO CORPORATION NO. :

SECURED PARTY / LIEN CLAIMANT : 969592 ONTARIO LIMITED
 ADDRESS : 31 DENSLEY AVENUE TORONTO ON M6M 2P5

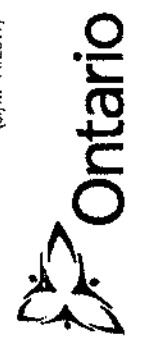
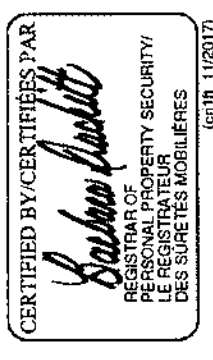
COLLATERAL CLASSIFICATION :
 CONSUMER :
 GOODS : INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
 MOTOR VEHICLE : AMOUNT : DATE OF MATURITY OR NO FIXED MATURITY DATE

YEAR MAKE :
 MODEL :
 F.I.N. :

REGISTERING AGENT :
 ADDRESS :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED ... 6



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 736943643
 CHAYTON PAGE TOTAL : 003 010
 FILING NO. OF PAGES : 003 010
 MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 SCHEDULE NUMBER UNDER PERIOD
 20180305 1106 1862 7637

DEBTOR :
 NAME :
 DATE OF BIRTH :
 BUSINESS NAME :
 ADDRESS :
 FIRST GIVEN NAME :
 INITIAL :
 SURNAME :
 ONTARIO CORPORATION NO.:

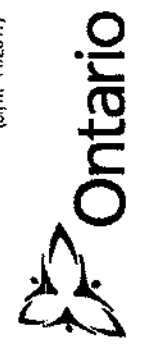
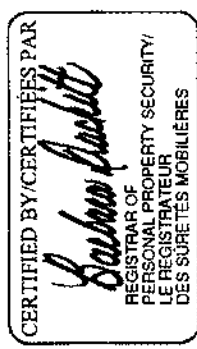
DEBTOR :
 NAME :
 DATE OF BIRTH :
 BUSINESS NAME :
 ADDRESS :
 FIRST GIVEN NAME :
 INITIAL :
 SURNAME :
 ONTARIO CORPORATION NO.:

SECURED PARTY /
 LIEN CLAIMANT :
 ADDRESS : 31 DENSLEY AVENUE TORONTO ON M6M 2P5
 969593 ONTARIO LIMITED

COLLATERAL CLASSIFICATION :
 CONSUMER :
 GOODS :
 INVENTORY :
 EQUIPMENT :
 ACCOUNTS :
 OTHER :
 INCLUDED :
 MOTOR VEHICLE :
 AMOUNT :
 DATE OF :
 MATURITY :
 OR :
 MATURITY DATE :
 NO. FIXED :

YEAR :
 MAKE :
 MODEL :
 V.I.N. :
 MOTOR :
 VEHICLE :
 GENERAL :
 COLLATERAL :
 DESCRIPTION :
 REGISTERING :
 AGENT :
 ADDRESS :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED . . . 7



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 736943643
 CAUTION NO. : 004
 TOTAL PAGES : 010
 MOTOR VEHICLE SCHEDULE : 20180305 1106 1862 7637
 REGISTERED UNDER PERIOD :

DEBTOR NAME :
 DATE OF BIRTH :
 BUSINESS NAME :
 ADDRESS :
 FIRST GIVEN NAME :
 INITIAL :
 SURNAME :
 ONTARIO CORPORATION NO. :

DEBTOR NAME :
 DATE OF BIRTH :
 BUSINESS NAME :
 ADDRESS :
 FIRST GIVEN NAME :
 INITIAL :
 SURNAME :
 ONTARIO CORPORATION NO. :

SECURED PARTY / LIEN CLAIMANT : 2307271 ONTARIO INC.
 ADDRESS : 160 TORREY PINES ROAD VAUGHAN ON L4H 3X4

COLLATERAL CLASSIFICATION :
 CONSUMER :
 GOODS :
 INVENTORY :
 EQUIPMENT :
 ACCOUNTS :
 OTHER :
 INCLUDED :
 MOTOR VEHICLE :
 AMOUNT :
 DATE OF MATURITY :
 OR :
 NO FIXED MATURITY DATE :

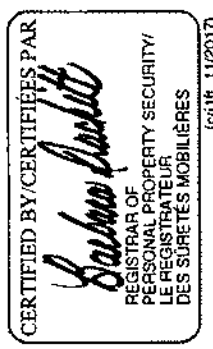
YEAR MAKE :
 MODEL :
 V.I.N. :

GENERAL COLLATERAL DESCRIPTION :

REGISTERING AGENT :
 ADDRESS :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED . . . 8



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
FILE CURRENCY : 17SEP 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 735943643
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES NO. OF PAGES NUMBER UNDER PERIOD
005 010 20180305 1106 1862 7637

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
BUSINESS NAME ADDRESS

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME ADDRESS

04 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
05 NAME BUSINESS NAME ADDRESS

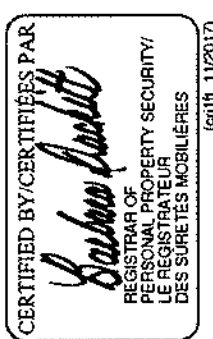
06 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
07 NAME BUSINESS NAME ADDRESS

08 SECURED PARTY / SASSO AUTO CONSULTING INC. TORONTO ON M2M 1Z7
LIEN CLAIMANT ADDRESS 185 BISHOP AVENUE

09 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO FIXED
CONSUMER INCLUDED Maturity OR Maturity Date
10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 9



RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643

01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
FILING 006 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME ADDRESS

04

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME ADDRESS

07

08 SECURED PARTY / ANGELO GROSSI
LIEN CLAIMANT ADDRESS 36 PEBBLELANE COURT RICHMOND HILL ON L4C 6X2

09

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity Date

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 10



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DESTOR
SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
007 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME
04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME
07 ADDRESS

08 SECURED PARTY / DAVID MARK DOUBLET TORONTO ON M4T 1S3
LIEN CLAIMANT ADDRESS 70 HEATH STREET EAST

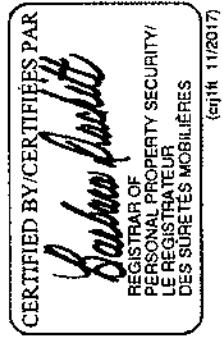
10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO FIXED
CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
GOODS

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 11



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 736943643

01 CHUYTON PAGE NO. OF PAGES : 008 010
 MOTOR VEHICLE REGISTRATION NUMBER : 20180305 1106 1862 7637
 REGISTERED UNDER PERIOD :
 REGISTRATION PERIOD :

02 DEBTOR DATE OF BIRTH :
 03 NAME BUSINESS NAME :
 04 ADDRESS :
 FIRST GIVEN NAME INITIAL SURNAME :
 ONTARIO CORPORATION NO. :

05 DEBTOR DATE OF BIRTH :
 06 NAME BUSINESS NAME :
 07 ADDRESS :
 FIRST GIVEN NAME INITIAL SURNAME :
 ONTARIO CORPORATION NO. :

08 SECURED PARTY / LIEN CLAIMANT : GUS STAMATIOU
 09 ADDRESS : 54 KETTLE COURT
 CITY : VAUGHAN
 PROVINCE : ON
 POSTAL CODE : L6A 2M2

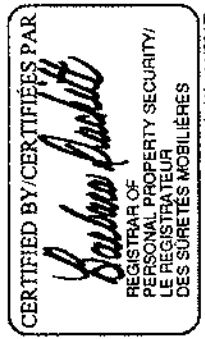
10 COLLATERAL CLASSIFICATION :
 CONSUMER :
 GOODS : INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED :
 MOTOR VEHICLE AMOUNT : DATE OF MATURITY OR MATURITY DATE :
 NO FIXED :

11 MOTOR YEAR MAKE :
 12 VEHICLE MODEL : V.I.N. :

13 GENERAL :
 14 COLLATERAL :
 15 DESCRIPTION :

16 REGISTERING AGENT :
 17 ADDRESS :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED...



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
009 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME ADDRESS
04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME ADDRESS
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ROBERT DIMATTEO ON L6C 3G1
09 ADDRESS 20 CACHET WOODS COURT, UNIT 2 MARKHAM

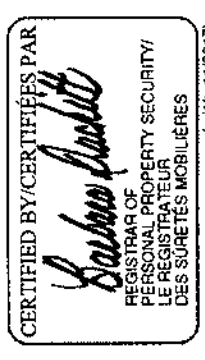
10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO FIXED
CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
GOODS

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL COLLATERAL DESCRIPTION
14 COLLATERAL DESCRIPTION
15 DESCRIPTION

16 REGISTERING AGENT ADDRESS
17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643
 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 01 010 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME
 04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME
 07 ADDRESS

08 SECURED PARTY / TONINO AMENDOLA TORONTO ON M3H 2R4
 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
 GOODS

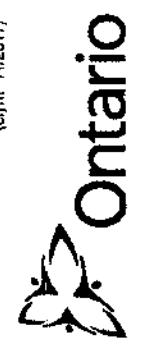
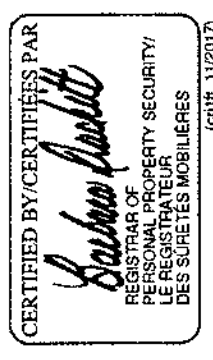
11 MOTOR YEAR MAKE MODEL V.T.N.
 12 VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING
 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 732825585
CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 2 20171011 1318 1590 4013 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME RICHMOND HILL ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME FORTRESS BROOKDALE INC. L4B 3K7
04 ADDRESS 25 BRODIE DRIVE, UNIT 1

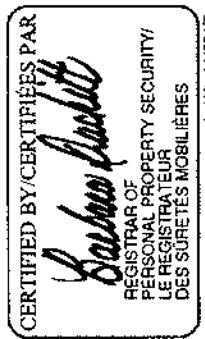
05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME RICHMOND HILL ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME BUILDING & DEVELOPMENT MORTGAGES CANADA INC.
07 ADDRESS 25 BRODIE DRIVE, UNIT 8

08 SECURED PARTY / LIEN CLAIMANT BUILDING & DEVELOPMENT MORTGAGES CANADA INC.
09 ADDRESS 25 BRODIE DRIVE, UNIT 8 RICHMOND HILL ON L4B 3K7

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity Date
YEAR MAKE MODEL V.I.N.

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE
13 GENERAL PROPERTY USED IN CONNECTION WITH, SITUATE AT OR ARISING FROM THE
14 COLLATERAL OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF THE PROPERTY
15 DESCRIPTION MUNICIPALLY KNOWN AS 375 & 377 FAIRLAWN AVENUE, 1678, 1682, 1686,
16 REGISTERING AGENT FOGLER, RUBINOFF LLP (R.POTCHTIN - 174583)
17 ADDRESS 77 KING ST WEST, SUITE 3000, TD CENTRE TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 15



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 732825505

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE 20171011 1318 1590 4013
 UNDER PERIOD

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 NAME BUSINESS NAME ADDRESS

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 NAME BUSINESS NAME ADDRESS

SECURED PARTY / LIEN CLAIMANT ADDRESS

COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MAJORITY DATE

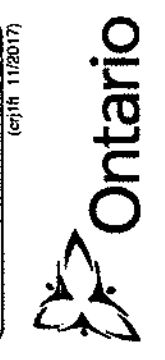
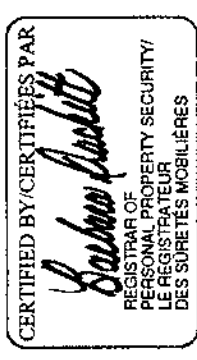
YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE 1688-1690, 1694-1698, 1700, 1702, AND 1704B AVENUE ROAD AND 412 AND
 VEHICLE 414 BROOKDALE AVENUE, TORONTO, BEING LEGALLY DESCRIBED IN PIN NOS.
 GENERAL DESCRIPTION 10189-0865 (LT) AND 10169-0866 (LT)

REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16



RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 730598058
 CAUTION FILING : 002
 TOTAL NO. OF PAGES : 3
 MOTOR VEHICLE SCHEDULE : 20170804 1245 1590 9743

DEBTOR NAME : FERNBROOK HOMES (BROOKDALE) LIMITED
 BUSINESS NAME : FERNBROOK HOMES (BROOKDALE) LIMITED
 ADDRESS : 2220 HIGHWAY #7 WEST, UNIT 5 CONCORD
 DATE OF BIRTH :
 FIRST GIVEN NAME :
 INITIAL :
 SURNAME :
 ONTARIO CORPORATION NO. : 002467088
 ON : L4K 1W7

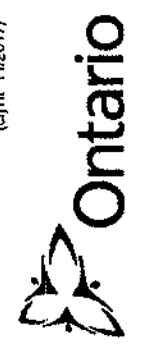
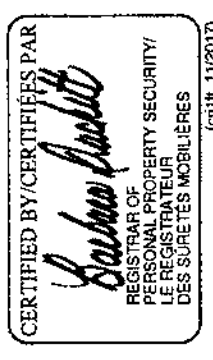
DEBTOR NAME : FORTRESS REAL DEVELOPMENTS INC.
 BUSINESS NAME : FORTRESS REAL DEVELOPMENTS INC.
 ADDRESS : 25 BRODIE DRIVE, UNIT 1 RICHMOND HILL
 DATE OF BIRTH :
 FIRST GIVEN NAME :
 INITIAL :
 SURNAME :
 ONTARIO CORPORATION NO. : 002334645
 ON : L4B 3K7

SECURED PARTY / LIEN CLAIMANT :
 ADDRESS :

COLLATERAL CLASSIFICATION :
 CONSUMER :
 GOODS : INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED : MOTOR VEHICLE AMOUNT : DATE OF MATURITY OR MATURITY DATE : NO FIXED

YEAR MAKE :
 MOTOR VEHICLE :
 MODEL : V.I.N. :
 GENERAL COLLATERAL DESCRIPTION :
 REGISTERING AGENT :
 ADDRESS :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 730598058

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 3 20170804 1245 1590 9743

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME CITYZEN DEVELOPMENT (2005) CORPORATION TORONTO

04 ADDRESS 56 THE ESPLANADE, SUITE 301 ONTARIO CORPORATION NO. 002104514
 ON M5E 1A7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
 07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ADDRESS

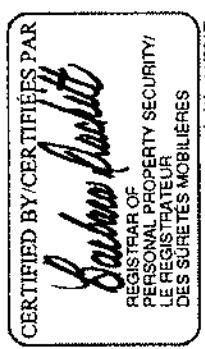
COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 727742403

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
X 001 3 20170517 1223 1590 3991 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS
FORTRESS BROOKDALE INC.
25 BRODIE DRIVE, UNIT 1 RICHMOD HILL
ONTARIO CORPORATION NO. 002453231
ON L4B 3K7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS
FORTRESS AVENUE ROAD (2015) INC.
25 BRODIE DRIVE, UNIT 1 RICHMOD HILL
ONTARIO CORPORATION NO. 002449600
ON L4B 3K7

SECURED PARTY / LIEN CLAIMANT ADDRESS
FIRM CAPITAL MORTGAGE FUND INC.
163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

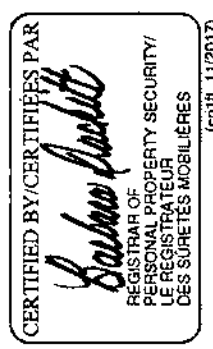
COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity OR Maturity DATE
X X X X X X

YEAR MAKE MODEL V.I.N.
MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION
OWENS WRIGHT LLP (J. ALVARADO)
300 - 20 HOLLY STREET TORONTO ON M4S 3B1

REGISTERING AGENT
OWENS WRIGHT LLP (J. ALVARADO)
300 - 20 HOLLY STREET TORONTO ON M4S 3B1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED... 20



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

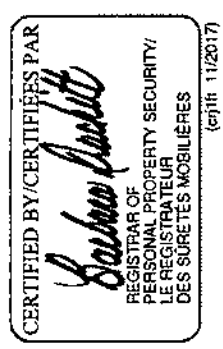
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 727742403
 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES NO. SCHEDULE NUMBER UNDER PERIOD
 01 002 3 20170517 1223 1590 3991
 02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME FERNBROOK HOMES (BROOKDALE) LIMITED
 04 ADDRESS 2220 HIGHWAY #7 WEST, UNIT 5 CONCORD ONTARIO CORPORATION NO: 002467088
 05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME FORTRESS REAL DEVELOPMENTS INC.
 07 ADDRESS 25 BRODIE DRIVE, UNIT 1 RICHMOND HILL ONTARIO CORPORATION NO: 002334645

08 SECURED PARTY / LIEN CLAIMANT
 09 ADDRESS
 COLLATERAL CLASSIFICATION
 10 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE NO FIXED

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL DESCRIPTION
 15 DESCRIPTION
 16 REGISTERING AGENT
 17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
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SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 727742403
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20170517 1223 1590 3991

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR CITYZEN DEVELOPMENT (2005) CORPORATION ONTARIO CORPORATION NO. 002104514
03 NAME ADDRESS 56 THE ESPLANADE, SUITE 301 TORONTO ON M5E 1A7
04 BUSINESS NAME

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 DEBTOR BUSINESS NAME
NAME ADDRESS ONTARIO CORPORATION NO.
07 BUSINESS NAME ADDRESS

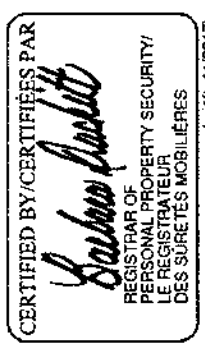
08 SECURED PARTY /
LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 726606954

01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER PERIOD
 FILING 001 2 20170413 1450 6083 1392 P PPSA 10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME FORTRESS BROOKDALE INC.
 04 ADDRESS 25 BRODIE DRIVE, UNIT 1 RICHMOND HILL ONTARIO CORPORATION NO. LAB 3K7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME
 07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / AVIVA INSURANCE COMPANY OF CANADA
 09 LIEN CLAIMANT ADDRESS 600 COCHRANE DRIVE, SUITE 205 MARKHAM ON L3R 5K3

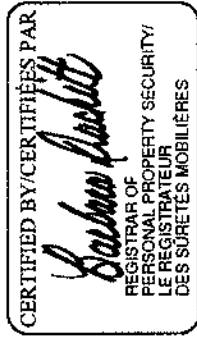
10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL SECURITY INTEREST IN ALL DEPOSIT MONIES PURSUANT TO A DEPOSIT TRUST
 14 COLLATERAL AGREEMENT BETWEEN THE DEBTOR AND THE SECURED PARTY EFFECTIVE JANUARY
 15 DESCRIPTION 17, 2017, WITH RESPECT TO 121 TARION TYPE C CONDOMINIUM COMPLEX

16 REGISTERING ESC CORPORATE SERVICES LTD.
 17 AGENT ADDRESS 445 KING STREET WEST, 4TH FL TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 23



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113022-62

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 726606954
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES NO. OF PAGES NUMBER UNDER PERIOD
002 2 20170413 1450 6083 1392

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
02 DEBTOR BUSINESS NAME ADDRESS
03 BUSINESS NAME ADDRESS
04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

05 DEBTOR BUSINESS NAME ADDRESS
06 BUSINESS NAME ADDRESS
07 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT ADDRESS
09 ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MAJORITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL LOCATED AT BROOKDALE ON AVENUE ROAD, TORONTO, KNOWN AS BROOKDALE ON
14 COLLATERAL AVENUE ROAD
15 DESCRIPTION

16 REGISTERING AGENT ADDRESS
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED . . .



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 711545769
 01 CAUTION FILING : 001 PAGE NO. OF PAGES : 002 TOTAL : 002
 MOTOR VEHICLE REGISTRATION NUMBER : 20151106 0948 1862 1956 REGISTERED UNDER : P PPSA REGISTRATION PERIOD : 5

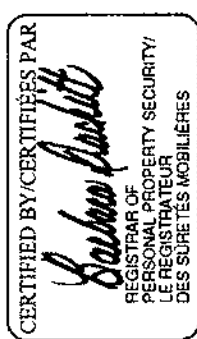
02 DEBTOR NAME : FORTRESS BROOKDALE INC. INITIAL SURNAME : CONCORD
 03 BUSINESS NAME : 2200 HIGHWAY 7 WEST, UNIT 5
 ADDRESS : ONTARIO CORPORATION NO. 2453231
 L4K 1W7

04 DEBTOR NAME : TARION WARRANTY CORPORATION INITIAL SURNAME : TORONTO
 05 BUSINESS NAME : 5160 YONGE STREET, 12TH FLOOR
 ADDRESS : ONTARIO CORPORATION NO. M2N 6L9

06 COLLATERAL CLASSIFICATION : CONSUMER
 07 MOTOR VEHICLE : YEAR MAKE : MODEL : V.I.N.
 08 INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED : X
 09 DATE OF BIRTH : DATE OF MATURITY OR MATURITY DATE : NO FIXED

10 SECURITY INTEREST IN ALL DEPOSIT MONIES PURSUANT TO A DEPOSIT TRUST AGREEMENT BETWEEN THE DEBTOR AND THE SECURED PARTY DATED NOVEMBER 5, 2015, WITH RESPECT TO THE BROOKDALE ON AVENUE ROAD CONDOMINIUM
 11 REGISTERING AGENT : GOLDMAN, SPRING, KICHLER & SANDERS LLP
 12 ADDRESS : 700-40 SHEPPARD AVENUE WEST TORONTO ON M2N 6K9

13 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 14 CONTINUED... 25



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 25
 (9879)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 711545769
 01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
 FILING 002 002 002 20151106 0948 1862 1956

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME ADDRESS
 04

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME ADDRESS
 07

08 SECURED PARTY / LIEN CLAIMANT ADDRESS
 09

10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO. FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity Date

11 YEAR MAKE MODEL V.T.N.
 12 VEHICLE

13 GENERAL PROJECT, IN TORONTO, ONTARIO.
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT ADDRESS
 17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED . . .



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 707640462

CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING 001 2 20150702 1151 1590 9052 P PPSA UNDER PERIOD 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 BUSINESS NAME FORTRESS BROOKDALE INC. ONTARIO CORPORATION NO.
 ADDRESS 25 BRODIE DRIVE, UNIT 1 RICHMOND HILL ON L4B 3K7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 BUSINESS NAME CENTRO MORTGAGE INC. ONTARIO CORPORATION NO.
 ADDRESS 25 BRODIE DRIVE, UNIT 1A RICHMOND HILL ON L4B 3K7

COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
 X X X X X

YEAR MAKE MODEL V.I.N.
 MOTOR VEHICLE

GENERAL PROPERTY USED IN CONNECTION WITH, SITUATE AT, OR ARISING FROM THE
 COLLATERAL OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF THE PROPERTY LEGALLY
 DESCRIPTION DESCRIBED IN PIN NOS. 10189-0860 (LT) AND 10189-0245 (LT), BEING

REGISTERING FOGLER, RUBINOFF LLP (R. ROTCHTIN)
 AGENT ADDRESS 77 KING ST WEST, SUITE 3000, TD CENTRE TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 707640462

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 2 20150702 1151 1590 9052

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

02 DEBTOR BUSINESS NAME ADDRESS

03 NAME BUSINESS NAME ADDRESS

04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

05 DEBTOR BUSINESS NAME ADDRESS

06 NAME BUSINESS NAME ADDRESS

07 SECURED PARTY / LIEN CLAIMANT ADDRESS

08 COLLATERAL CLASSIFICATION

09 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MOTOR VEHICLE AMOUNT NO FIXED MATURITY OR MAJORITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

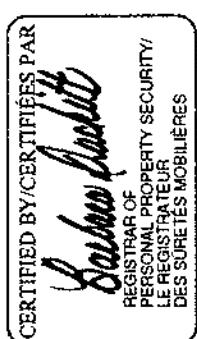
12 GENERAL COLLATERAL DESCRIPTION

13 REGISTERING AGENT ADDRESS

MUNICIPALLY KNOWN AS 375 & 377 FAIRLAWN AVENUE, 1678, 1682, 1686, 1688-1690, 1698, 1700, 1706 AND 1704B AVENUE ROAD AND 412 AND 414 BROOKDALE AVENUE, TORONTO

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER
 001 002 20151118 1711 1862 2944

RECORD FILE NUMBER 707640462
 REPERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
 001 002 001 002 X J OTHER YEARS PERIOD

DEBTOR/ TRANSFEROR BUSINESS NAME FORTRESS BROOKDALE INC.
 FIRST GIVEN NAME INITIAL SURNAME

OFFER CHANGE SUBORDINATION/POSTPONEMENT
 REASON/ CENTRO MORTGAGE INC. (POSTPONEE) BEING THE SECURED PARTY PURSUANT TO
 DESCRIPTION REGISTRATION NO. 20150702 1151 1590 9052 (REF. NO. 707640462)
 POSTPONES ITS SECURITY IN FAVOUR OF REGISTRATION NO. 20151106 0948

DEBTOR/ TRANSFEREE BUSINESS NAME INITIAL SURNAME
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

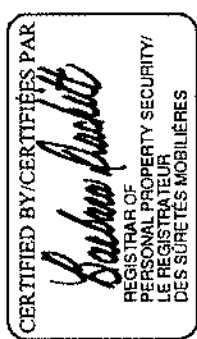
ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS
 ADDRESS

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

MOTOR YEAR MAKE MODEL V.I.N.
 11 MOTOR 11 GENERAL 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR ADDRESS TORONTO M2N 6K9
 17 SECURED PARTY/LIEN CLAIMANT ADDRESS TORONTO M2N 6K9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 29



RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER
 002 002 20151118 1711 1862 2944

21 RECORD FILE NUMBER 707640462
 REPRODUCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RETURNAL CORRECT PERIOD
 FIRST GIVEN NAME INITIAL SURNAME YEARS

22 BUSINESS NAME
 FIRST GIVEN NAME INITIAL SURNAME

23 BUSINESS NAME

24 BUSINESS NAME

25 OTHER CHANGE SUBORDINATION/POSTPONEMENT

26 REASON/ 1862 1956 (REF. NO. 711545769) REGISTERED IN FAVOUR OF THE TARLON

27 DESCRIPTION WARRANTY CORPORATION (THE CHARISMA CONDOMINIUMS, CONDOMINIUM PROJECT, VAUGHAN, ON)

28 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/ BUSINESS NAME

03/ TRANSFEREE BUSINESS NAME

06 ADDRESS

04/07 ADDRESS

ONTARIO CORPORATION NO.

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS

08 ADDRESS

09 ADDRESS

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE DATE OF NO FIXED
 CONSUMER INCLUDED AMOUNT MATURITY OR MATURITY DATE
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

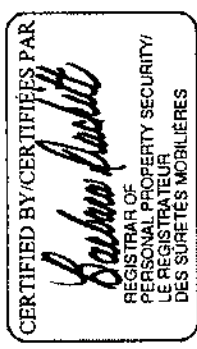
15 DESCRIPTION

16 REGISTERING AGENT OR SECURED PARTY/ ADDRESS

17 LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER
 001 2 20170407 1018 1590 1344

RECORD FILE NUMBER 707640462
 RENEWAL CORRECT PERIOD
 YEARS

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED
 D ASSIGNMENT

FIRST GIVEN NAME INITIAL SURNAME
 FORTRESS BROOKDALE INC.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 BUSINESS NAME ADDRESS

ASSIGNOR BUILDING & DEVELOPMENT MORTGAGES CANADA INC.
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE BUILDING & DEVELOPMENT MORTGAGES CANADA INC.
 ADDRESS RICHMOND HILL ON L4B 3K7

COLLATERAL CLASSIFICATION MOTOR VEHICLE DATE OF NO FIXED
 CONSUMER INCLUDED AMOUNT MATURITY OR MATURITY DATE

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
 MODEL V.I.N.

YEAR MAKE
 MOTOR VEHICLE
 VEHICLE GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT OR ADDRESS TORONTO
 SECURED PARTY/ ADDRESS TORONTO
 LIEN CLAIMANT

FOGLER, RUBINOFF LLP (R. ROTCHTIN - 153604)
 77 KING ST WEST, SUITE 3800, TD CENTRE TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

ONTARIO CORPORATION NO.
 CONTINUED... 32



TYPE OF SEARCH : BUSINESS DESTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER
 002 2 20170407 1018 1590 1344
 RECORD FILE NUMBER 707640462
 REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
 22 PERIOD

REFERENCE DEBTOR/ TRANSFEROR BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
 23
 24

OTHER CHANGE REASON/ DESCRIPTION DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 25
 26
 27
 28

DEBTOR/ TRANSFEREE BUSINESS NAME ADDRESS
 02/
 05
 03/
 06
 04/07

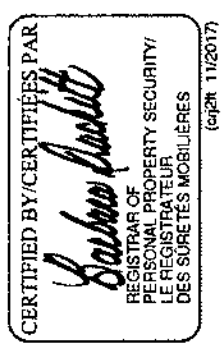
ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS
 29
 08
 09

COLLATERAL CLASSIFICATION CONSUMER ADDRESS
 10
 11
 12
 13
 14
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 17

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT Maturity DATE MOTOR VEHICLE INCLUDED AMOUNT Maturity DATE
 CALGARY AB T2G 0P6
 NO FIXED Maturity DATE
 MODEL V.I.N.

YEAR MAKE MODEL V.I.N.
 11
 12
 13
 14
 15
 16
 17

REGISTRATION AGENT OR SECURED PARTY/ LIEN CLAIMANT ADDRESS
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 33



RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER
 001 2 20170607 1258 1590 5477
 RECORD FILE NUMBER 707640462
 REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED CORRECT
 22 001 2 J OTHER YEARS PERIOD

REFERENCE DEBTOR/ TRANSFEROR BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
 23 24 FORTRESS BROOKDALE INC.

OTHER CHANGE REASON/ DESCRIPTION SUBORDINATION OF FILE NO. 707640462 TO FILE NO. 727742403
 25 26 27

DEBTOR/ TRANSFEREE BUSINESS NAME ADDRESS FIRST GIVEN NAME INITIAL SURNAME
 02/ 05 03/ 06 04/07

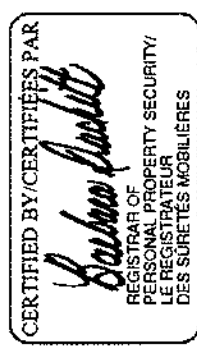
ASSIGNOR REQUIRED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS
 29 08 09

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED
 10 11 12 13 14 15 16 17

YEAR MAKE MODEL V.I.N.
 OWENS WRIGHT LLP (J. ALVARADO)
 300 - 20 HOLLY STREET TORONTO ON M4S 3B1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 34

ONTARIO CORPORATION NO.



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 34
 (9888)

RUN NUMBER : 261
 RUN DATE : 2016/09/18
 ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER
 002 2 20170607 1258 1590 5477

RECORD FILE NUMBER 707640462
 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
 REFERENCED 2 2 INITIAL SURNAME YEARS PERIOD

REFERENCE DEBTOR/ TRANSFEROR FIRST GIVEN NAME INITIAL SURNAME

OTHER CHANGE REASON/ DESCRIPTION FILE NO. 727742403

DEBTOR/ TRANSFEREE BUSINESS NAME ADDRESS

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS

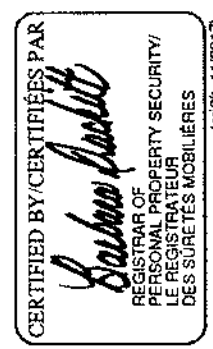
COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
 YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE GENERAL COLLATERAL REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT ADDRESS

ONTARIO CORPORATION NO.

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 35
 (9889)

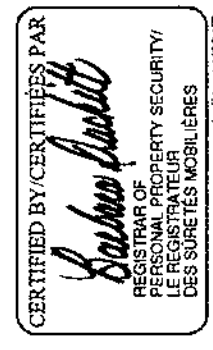
RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113022.62

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS BROOKDALE INC.
 FILE CURRENCY : 17SEP 2018

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
738056223	20180409	1447 6083	1437
736943643	20180305	1106 1862	7637
732825585	20171011	1318 1590	4013
730598058	20170804	1245 1590	9743
727742403	20170517	1223 1590	3991
726606954	20170413	1450 6083	1392
711545769	20151106	0948 1862	1956
707640462	20150702	1151 1590	9052
	20170607	1258 1590	5477
	20151118	1711 1862	2944
	20170320	1536 1590	9967
	20170407	1018 1590	1344

12 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



This is **Exhibit "I"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113058.43

REPORT : FSSR060
PAGE : 1
(9890)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.

FILE CURRENCY : 17SEP 2018

ENQUIRY NUMBER 20180918113058.43 CONTAINS 27 PAGE(S), 5 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUPT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7



(crlpa 11/2017)

CONTINUED... 2



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113058.43

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 010 20180305 1106 1862 7637

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
02 DEBTOR FERNBROOK HOMES (BROOKDALE) LIMITED CONCORD L4K 1W7
03 NAME ADDRESS 2220 HIGHWAY 7 WEST, UNIT 5
04 BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME

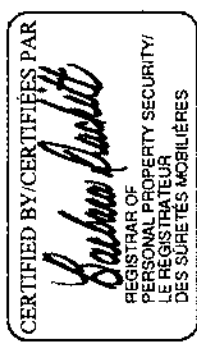
05 DEBTOR 969592 ONTARIO LIMITED TORONTO ON M6M 2P5
06 NAME BUSINESS NAME ADDRESS
07 LIEN CLAIMANT 31 DENSLEY AVENUE
08 SECURED PARTY / 969592 ONTARIO LIMITED
09 ADDRESS 31 DENSLEY AVENUE TORONTO ON M6M 2P5

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 4



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643

01 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
 003 010 20180305 1106 1862 7637

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 BUSINESS NAME
 04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 BUSINESS NAME
 07 ADDRESS

08 SECURED PARTY / 969593 ONTARIO LIMITED
 LIEN CLAIMANT TORONTO ON M6M 2P5
 09 ADDRESS 31 DENSLEY AVENUE

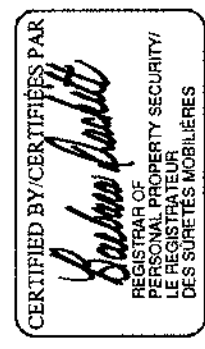
10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING
 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643

01 CAPTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
 FILING 004 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME

04 ADDRESS
 05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME

07 ADDRESS
 08 SECURED PARTY / 2307271 ONTARIO INC.
 LIEN CLAIMANT
 09 ADDRESS 160 TORREY PINES ROAD VAUGHAN ON L4H 3X4

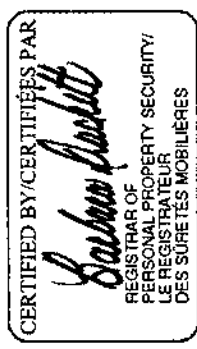
10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING
 17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113058.43

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643

01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING 005 010 010 SCHEDULE NUMBER UNDER PERIOD
20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME ADDRESS

04

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME ADDRESS

07

08 SECURED PARTY / SASSO AUTO CONSULTING INC. TORONTO ON M2M 127
09 LIEN CLAIMANT ADDRESS 185 BISHOP AVENUE

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

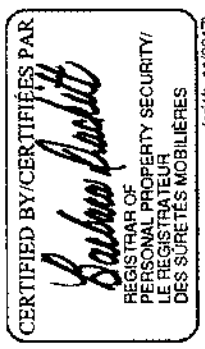
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7



RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113058.43

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 735943643

01 CAUTION PAGE 006 OF 010 PAGES TOTAL REGISTERED UNDER PERIOD
 FILING NO. OF PAGES SCHEDULE NUMBER 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME ADDRESS

04 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 05 NAME BUSINESS NAME ADDRESS

06 SECURED PARTY / ANGLO GROSSI
 LIEN CLAIMANT ADDRESS 36 PEBBLELANE COURT RICHMOND HILL ON L4C 6X2

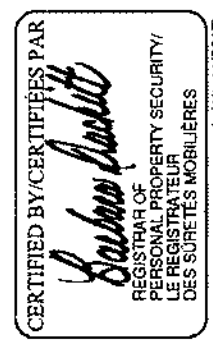
10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING
 17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 736943643

01 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 007 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME ADDRESS

07 SECURED PARTY / LIEN CLAIMANT ADDRESS TORONTO ON M4T 1S3
 DAVID MARK DOUBILLET
 70 HEATH STREET EAST

10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113058.43

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 008 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / GUS STAMATIOU ON 16A 2M2
 LIEN CLAIMANT ADDRESS 54 KETTLE COURT

10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

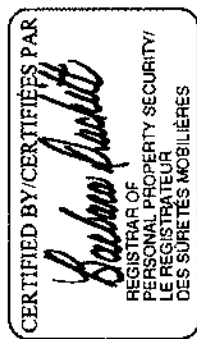
15 DESCRIPTION

16 REGISTERING

17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113058.43

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 735943643

01 CAUTION PAGE 009 TOTAL PAGES 010
MOTOR VEHICLE REGISTRATION NUMBER 20180305 1106 1862 7637
SCHEDULE UNDER PERIOD

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME

04 ADDRESS
05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME

07 ADDRESS
08 SECURED PARTY / ROBERT DIMATTEO ON L6C 3G1
09 LIEN CLAIMANT ADDRESS 20 CACHET WOODS COURT, UNIT 2 MARKHAM

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

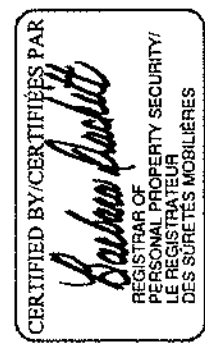
11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL COLLATERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT ADDRESS
17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 11
 (9900)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113058.43

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643

01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
 FILING 010 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME
 04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME
 07 ADDRESS

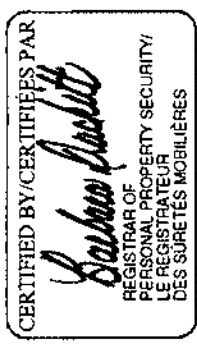
08 SECURED PARTY / TONINO AMENDOLA TORONTO ON M3H 2R4
 LIEN CLAIMANT ADDRESS 18 NORCROSS ROAD

10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT ADDRESS
 17



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113058.43

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 732825503

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 002 2 20171011 1319 1590 4014

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME

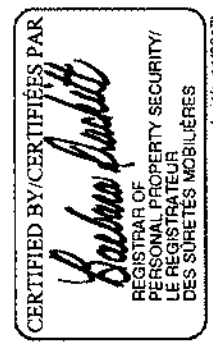
04 ADDRESS INITIAL SURNAME ONTARIO CORPORATION NO.
 05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.
 08 SECURED PARTY /
 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE
 13 GENERAL 1688-1690, 1694-1698, 1700, 1702, AND 1704B AVENUE ROAD AND 412 AND
 14 COLLATERAL 414 BROOKDALE AVENUE, TORONTO, BEING LEGALLY DESCRIBED IN PIN NOS.
 15 DESCRIPTION 10189-0865 (LT) AND 10189-0866 (LT)

16 REGISTERING
 17 AGENT ADDRESS
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 730598058
 CATION : X
 FILING NO. : 001
 OF PAGES : 3
 TOTAL : 3
 MOTOR VEHICLE REGISTRATION NUMBER : 20170804 1245 1590 9743
 REGISTERED UNDER PERIOD : P PPSA 5

DEBTOR : FORTRESS BROOKDALE INC.
 BUSINESS NAME : FORTRESS BROOKDALE INC.
 ADDRESS : 25 BRODIE DRIVE, UNIT 1 RICHMOD HILL
 INITIAL SURNAME : ONTARIO CORPORATION NO. 002453231
 L4B 3K7

DEBTOR : FIRM CAPITAL MORTGAGE FUND INC.
 BUSINESS NAME : FIRM CAPITAL MORTGAGE FUND INC.
 ADDRESS : 163 CARTWRIGHT AVENUE TORONTO
 INITIAL SURNAME : ONTARIO CORPORATION NO. 002449600
 L4B 3K7

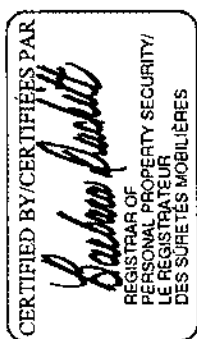
DEBTOR : OWENS WRIGHT LLP (J. ALVARADO)
 BUSINESS NAME : OWENS WRIGHT LLP (J. ALVARADO)
 ADDRESS : 300 - 20 HOLLY STREET TORONTO
 INITIAL SURNAME : ON M4S 3B1

SECURED PARTY / EYEN CLAIMANT : FIRM CAPITAL MORTGAGE FUND INC.
 ADDRESS : 163 CARTWRIGHT AVENUE TORONTO
 M6A 1V5

COLLATERAL CLASSIFICATION :
 CONSUMER :
 GOODS : X
 INVENTORY : X
 EQUIPMENT : X
 ACCOUNTS OTHER : X
 INCLUDED : X
 DATE OF MATURITY : X
 NO FIXED MATURITY DATE : X

YEAR MAKE :
 MOTOR VEHICLE :
 GENERAL COLLATERAL DESCRIPTION :
 REGISTERING AGENT : OWENS WRIGHT LLP (J. ALVARADO)
 ADDRESS : 300 - 20 HOLLY STREET TORONTO
 M4S 3B1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 15



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 15
 (9904)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113058.43

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 730598058

CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
 FILING 002 3 20170804 1245 1590 9743

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME FERNBROOK HOMES (BROOKDALE) LIMITED
 04 ADDRESS 2220 HIGHWAY #7 WEST, UNIT 5 CONCORD ONTARIO CORPORATION NO. 002467088 ON L4K 1W7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME FORTRESS REAL DEVELOPMENTS INC.
 07 ADDRESS 25 BRODIE DRIVE, UNIT 1 RICHMOND HILL ONTARIO CORPORATION NO. 002334645 ON L4B 3K7

08 SECURED PARTY /
 LIEN CLAIMANT ADDRESS

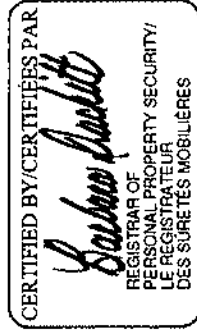
10 COLLATERAL CLASSIFICATION
 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE NO. FIXED
 GOODS

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL
 14 COLLATERAL DESCRIPTION
 15

16 REGISTERING AGENT ADDRESS
 17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED...



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PPSR060
 PAGE : 16
 (9905)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113058.43

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

PORK 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 730598058

01 CAUTION PAGE 003 TOTAL PAGES 3
 FILING NO. OF PAGES 003
 MOTOR VEHICLE REGISTRATION NUMBER 20170804 1245 1590 9743
 SCHEDULE UNDER PERIOD

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME CITYZEN DEVELOPMENT (2005) CORPORATION TORONTO
 ADDRESS 56 THE ESPLANADE, SUITE 301
 ONTARIO CORPORATION NO. 002104514
 ON M5E 1A7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME
 ADDRESS

07 SECURED PARTY / DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 LIEN CLAIMANT BUSINESS NAME
 ADDRESS

10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

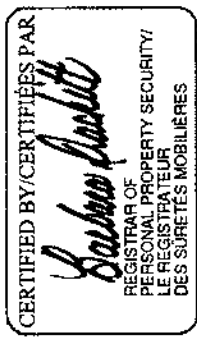
11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING
 17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 727742403

01 CAUTION FILING : X PAGE NO. OF PAGES : 001 3 TOTAL REGISTRATION NUMBER : 20170517 1223 1590 3991 P PPSA REGISTERED UNDER PERIOD : 5

02 DEBTOR : FORTRESS BROOKDALE INC.
 03 NAME : FORTRESS BROOKDALE INC.
 04 ADDRESS : 25 BRODIE DRIVE, UNIT 1 RICHMOND HILL
 ONTARIO CORPORATION NO. 002453231
 ON L4B 3K7

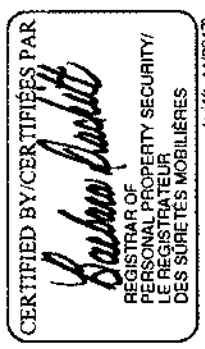
05 DEBTOR : FIRM CAPITAL MORTGAGE FUND INC.
 06 NAME : FIRM CAPITAL MORTGAGE FUND INC.
 07 ADDRESS : 25 BRODIE DRIVE, UNIT 1 RICHMOND HILL
 ONTARIO CORPORATION NO. 002449600
 ON L4B 3K7

08 SECURED PARTY / LIEN CLAIMANT : 163 CARTWRIGHT AVENUE TORONTO ON M6A 1V5

10 COLLATERAL CLASSIFICATION :
 CONSUMER : X
 GOODS : X
 INVENTORY : X
 EQUIPMENT : X
 ACCOUNTS OTHER : X
 INCLUDED : X
 MOTOR VEHICLE : X
 DATE OF MATURITY OR MATURITY DATE : X
 NO FIXED : X
 V.I.N. :

11 MOTOR : OWENS WRIGHT LLP (J. ALVARADO)
 12 VEHICLE : 300 - 20 HOLLY STREET TORONTO ON M4S 3B1
 13 GENERAL :
 14 COLLATERAL :
 15 DESCRIPTION :
 16 REGISTERING AGENT :
 17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 18



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113058-43

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 727742403

01 CAVIATION FILING NO. OF PAGES 002 3
TOTAL REGISTRATION NUMBER 20170517 1223 1590 3991
REGISTERED UNDER PERIOD

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME FERNBROOK HOMES (BROOKDALE) LIMITED
04 ADDRESS 2220 HIGHWAY #7 WEST, UNIT 5 CONCORD
ONTARIO CORPORATION NO. 002467088
ON L4K 1W7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME FORTRESS REAL DEVELOPMENTS INC.
07 ADDRESS 25 BRODIE DRIVE, UNIT 1 RICHMOND HILL
ONTARIO CORPORATION NO. 002334645
ON L4B-3K7

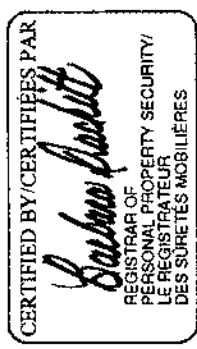
08 SECURED PARTY / LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT DATE OF MATURITY OR MATURITY DATE NO FIXED

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION
14 COLLATERAL DESCRIPTION
15 DESCRIPTION

16 REGISTERING AGENT ADDRESS
17



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH COMPLETED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 727742403
 01 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 003 3 20170517 1223 1590 3991

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME CITYZEN DEVELOPMENT (2005) CORPORATION TORONTO
 04 ADDRESS 56 THE ESPLANADE, SUITE 301 ONTARIO CORPORATION NO. 002104514
 M5E 1A7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
 07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / FIRST GIVEN NAME INITIAL SURNAME
 09 NAME BUSINESS NAME ADDRESS

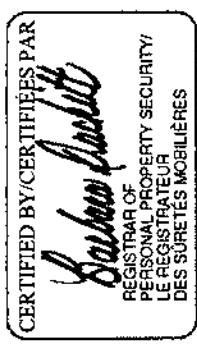
10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL COLLATERAL
 14 COLLATERAL DESCRIPTION
 15 DESCRIPTION

16 REGISTERING AGENT ADDRESS
 17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED...



RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113058.43

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
FILE CURRENCY : 17SEP 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 707640471
CAUTION PAGE NO. OF PAGES : 002 2
TOTAL REGISTRATION NUMBER : 20150702 1152 1590 9053
MOTOR VEHICLE SCHEDULE : 20150702 1152 1590 9053
REGISTERED UNDER PERIOD

01 DATE OF BIRTH :
FIRST GIVEN NAME : INITIAL : SURNAME :
BUSINESS NAME :
ADDRESS :
ONTARIO CORPORATION NO. :

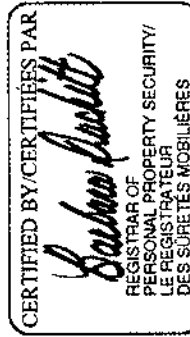
02 DEBTOR :
NAME :
DATE OF BIRTH :
BUSINESS NAME :
ADDRESS :
ONTARIO CORPORATION NO. :

03 DEBTOR :
NAME :
DATE OF BIRTH :
BUSINESS NAME :
ADDRESS :
ONTARIO CORPORATION NO. :

04 SECURED PARTY /
LIEN CLAIMANT :
ADDRESS :
ONTARIO CORPORATION NO. :

05 COLLATERAL CLASSIFICATION :
CONSUMER :
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED :
MOTOR VEHICLE AMOUNT : DATE OF MATURITY OR MATURITY DATE :
YEAR MAKE : MODEL : V.I.N. :
MOTOR VEHICLE :
GENERAL :
COLLATERAL :
DESCRIPTION :
MUNICIPALLY KNOWN AS 375 & 377 FAIRLAWN AVENUE, 1678, 1682, 1686,
1688-1690, 1698, 1700, 1706 AND 1704B AVENUE ROAD AND 412 AND 414
BROOKDALE AVENUE, TORONTO

06 REGISTERING
AGENT :
ADDRESS :
CONTINUED...



(s/11 112017)



TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
FILE CURRENCY : 17SEP 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
21 RECORD FILE NUMBER 707640471
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
REFERENCED X A AMENDMENT YEARS PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME
23 DEBTOR/ BUSINESS NAME FORTRESS AVENUE ROAD (2015) INC.
TRANSFEROR

25 OTHER CHANGE TO RECORD NEW NAME OF SECURED PARTY DUE TO ITS NAME CHANGE

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03/ BUSINESS NAME
04/07 ADDRESS

ONTARIO CORPORATION NO.

29 ASSIGNOR

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE BUILDING & DEVELOPMENT MORTGAGES CANADA INC.
09 ADDRESS 25 BRODIE DRIVE, UNIT 8 RICHMOND HILL ON L4B 3K7

10 COLLATERAL CLASSIFICATION CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT Maturity OR Maturity DATE
MOTOR VEHICLE DATE OF NO FIXED
MODEL V.I.N.

11 MOTOR YEAR MAKE

12 VEHICLE

13 GENERAL

14 COLLATERAL

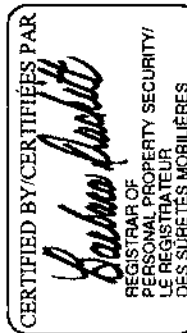
15 DESCRIPTION

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS FOGLER, RUBINOFF LLP (R.ROTCHTIN)
LIEN CLAIMANT 77 KING ST WEST, SUITE 3080, TD CENTRE TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23



(en3t: 11/2017)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113058.43

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
FILE CURRENCY : 17SEP 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

SECTION	PAGE	TOTAL MOTOR VEHICLES REGISTERED	CORRECT PERIOD
FILING NO. OF PAGES	SCHEDULE NUMBER	ORDER	
01	001	20170407 1019 1590 1345	
21	FILE NUMBER 707640471		
22	PAGE AMENDED NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED YEARS	RENEWAL PERIOD
		D ASSIGNMENT	
	FIRST GIVEN NAME INITIAL SURNAME		

REFERENCE	BUSINESS NAME	ADDRESS	INITIAL	SURNAME	ONTARIO CORPORATION NO.
23					
24	DEBTOR/ TRANSFEROR	FORTRESS AVENUE ROAD (2015) INC.			

OTHER CHANGE REASON/ DESCRIPTION	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
25				
26				
27				
28				
02/				
05				
03/				
06				
04/07				

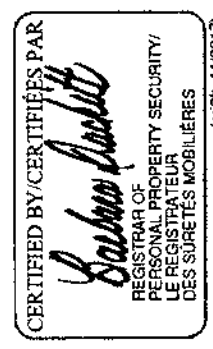
ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	ADDRESS	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE
29	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.			
08	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.			
09	25 BRODIE DRIVE, UNIT 8	RICHMOND HILL	ON	L4B 3K7

COLLATERAL CLASSIFICATION CONSUMER	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	MODEL	V.I.N.
10			
11			
12			
13			
14			
15			
16			
17			

REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS	ON	M5K 1G8
FOGLER, RUBINOFF LLP (R. ROTCHTIN - 153604)	77 KING ST WEST, SUITE 3000, TD CENTRE	TORONTO	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

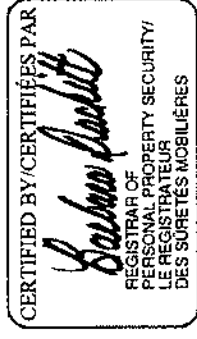
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL MOTOR VEHICLE	REGISTRATION	REGISTERED
FILING	NO. OF	SCHEDULE	NUMBER	UNDER
NO.	PAGES			
01	002	2	20170407 1019 1590 1345	
21	FILE NUMBER	707640471		
	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	CORRECT PERIOD
22	REFERENCED			
23	REFERENCES	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		
25	OTHER CHANGE			
26	REASON/ DESCRIPTION			
27				
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME		
03/				
06				
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	GLYMPIA TRUST COMPANY		
09	ADDRESS	2200, 125 - 9TH AVENUE SE	CALGARY AB	T2G 0P6
	COLLATERAL CLASSIFICATION			
	CONSUMER			
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE
10				
11	YEAR	MAKE	MODEL	V.I.N.
12	MOTOR VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS		

ONTARIO CORPORATION NO.

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED . . . 25



RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113058.43

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

FORM ZC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION : TOTAL MOTOR VEHICLE REGISTRATION REGISTERED UNDER
 FILING NO. OF PAGE SCHEDULE NUMBER
 001 2 20170607 1258 1590 5478
 21 RECORD FILE NUMBER 707640471
 REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED CORRECT PERIOD
 001 2 J OTHER

22 REFERENCE FIRST GIVEN NAME INITIAL SURNAME
 23 DEBTOR/ TRANSFEROR BUSINESS NAME FORTRESS AVENUE ROAD (2015) INC.

25 OTHER CHANGE SUBORDINATION OF FILE NO. 707640471 TO
 26 REMON/ SUBORDINATION OF FILE NO. 707640471 TO FILE NO. 727742403
 27 DESCRIPTION

28 DEBTOR/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 02/ 05/ TRANSFEREE BUSINESS NAME ADDRESS

04/07 ONTARIO CORPORATION NO.

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08 ADDRESS
 09 COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

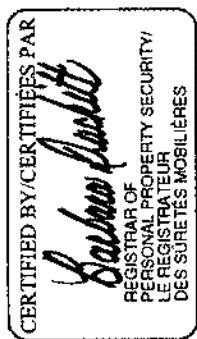
10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL

15 DESCRIPTION OWENS WRIGHT LLP (J. ALVARADO)
 16 REGISTERING AGENT OR ADDRESS 300 - 20 HOLLY STREET TORONTO ON M4S 3B1
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : FSSR060
 PAGE : 27
 (9916)

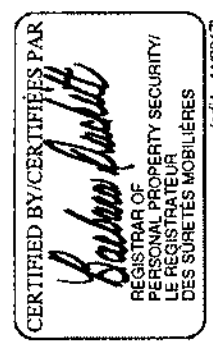
RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113058.43

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FORTRESS AVENUE ROAD (2015) INC.
 FILE CURRENCY : 17SEP 2018

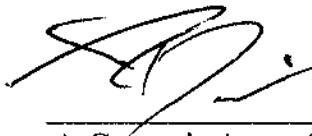
INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
736943643	20180305	1106	1862 7637
732825603	20171011	1319	1590 4014
730598058	20170804	1245	1590 9743
727742403	20170517	1223	1590 3991
707640471	20150702	1152	1590 9053
	20170320	1537	1590 9969
	20170407	1019	1590 1345
	20170607	1258	1590 5478

8 REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.



This is **Exhibit "J"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113117.88

REPORT : PSSR060
PAGE : 1
(9917)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

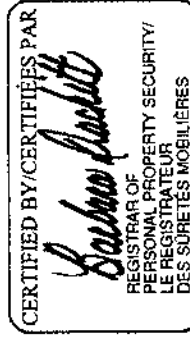
SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED

FILE CURRENCY : 17SEP 2018

ENQUIRY NUMBER 20180918113117.88 CONTAINS 27 PAGE(S), 5 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROOT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7



CONTINUED...

2



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 3
 (9919)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643

01 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
 002 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME FERNBROOK HOMES (BROOKDALE) LIMITED
 04 ADDRESS 2220 HIGHWAY 7 WEST, UNIT 5 CONCORD ONTARIO CORPORATION NO. L4K 1W7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME
 07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT 969592 ONTARIO LIMITED TORONTO ON M6M 2P5
 09 ADDRESS 31 DENSLEY AVENUE

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

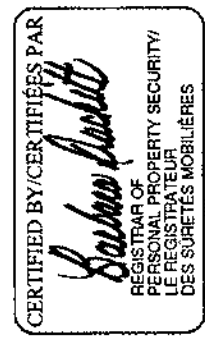
11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT
 17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4



(GTR 11/2017)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
FEE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643

01 CAUTION FILING NO. OF PAGES 003
TOTAL REGISTRATION NUMBER 20180305
MOTOR VEHICLE SCHEDULE 1106
REGISTERED UNDER PERIOD 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / 969593 ONTARIO LIMITED TORONTO ON M6M 2P5
LIEN CLAIMANT ADDRESS 31 DENSLEY AVENUE

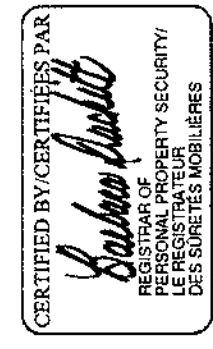
10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT ADDRESS
17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : P5SR060
 PAGE : 5
 (9921)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 736943543

01 CAUTION PAGE : 004 TOTAL PAGES : 010
 FILING NO. OF PAGES : 004 SCHEDULE : 20180305 1106 1662 7637

02 DEBTOR : DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME : REGISTERED UNDER : REGISTRATION PERIOD :
 03 NAME : BUSINESS NAME : ADDRESS : ONTARIO CORPORATION NO. :

05 DEBTOR : DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME : REGISTERED UNDER : REGISTRATION PERIOD :
 06 NAME : BUSINESS NAME : ADDRESS : ONTARIO CORPORATION NO. :

08 SECURED PARTY / 2307271 ONTARIO INC.
 LIEN CLAIMANT : ADDRESS : 160 TORREY PINES ROAD VAUGHAN ON L4H 3X4

10 COLLATERAL CLASSIFICATION :
 CONSUMER : MOTOR VEHICLE AMOUNT : DATE OF MATURITY OR MATURITY DATE :
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

11 YEAR MAKE : MODEL : V.I.N. :

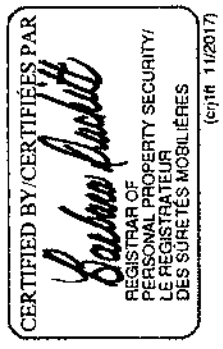
12 MOTOR VEHICLE :

13 GENERAL :
 14 COLLATERAL :
 15 DESCRIPTION :

16 REGISTERING :
 17 AGENT : ADDRESS :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : FSSR060
 PAGE : 6
 (9922)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 005 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / SASSO AUTO CONSULTING INC. TORONTO ON M2M 1Z7
 LIEN CLAIMANT ADDRESS 185 BISHOP AVENUE

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
 YEAR MAKE MODEL V.I.N.

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

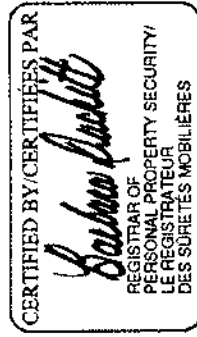
14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT ADDRESS

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED...



(s)111 112017)



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 7
 (9923)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 736943643

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 006 010 20180305 1106 1862 7637

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 BUSINESS NAME
 04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 BUSINESS NAME
 07 ADDRESS

08 SECURED PARTY / ANGELO GROSSI
 LIEN CLAIMANT ADDRESS 36 PEBBLELANE COURT RICHMOND HILL ON L4C 6X2

10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FILED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

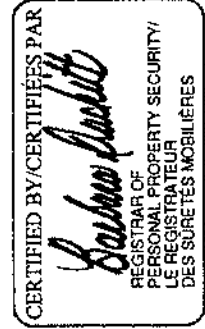
11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING
 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...



(01/11/112017)



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 8
 (9924)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 736943643

01 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
 007 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME
 04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME
 07 ADDRESS

08 SECURED PARTY / DAVID MARK DOUBILET TORONTO ON M4T 1S3
 LIEN CLAIMANT ADDRESS 70 HEATH STREET EAST

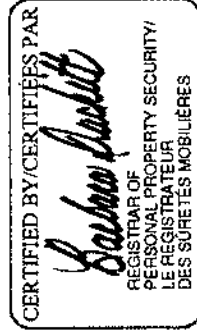
10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
 GOODS

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING
 AGENT
 17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED...



(c) 11/11/2017



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 9
 (9925)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 736943643

01 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 008 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME ADDRESS INITIAL SURNAME
 04 ADDRESS ADDRESS ADDRESS ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME ADDRESS INITIAL SURNAME
 07 ADDRESS ADDRESS ADDRESS ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / GUS STAMATIOU
 LIEN CLAIMANT ADDRESS 54 KETTLE COURT VAUGHAN ON L6A 2M2

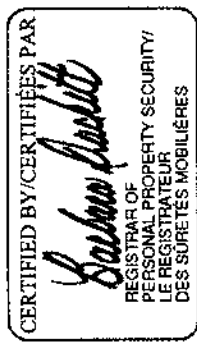
10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
 GOODS YEAR MAKE MODEL V.I.N.

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING
 17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 10



RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643

01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
 FILING 009 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME

04 ADDRESS INITIAL SURNAME ONTARIO CORPORATION NO.
 05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME

07 ADDRESS
 08 SECURED PARTY / ROBERT DIMATTEO ON 16C 3G1
 09 LIEN CLAIMANT ADDRESS 20 CACHET WOODS COURT, UNIT 2 MARKHAM

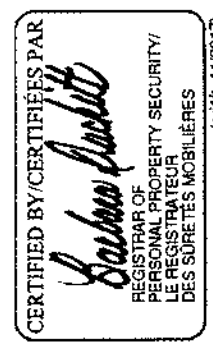
10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING
 17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 201809181113117.88

REPORT : PSSR060
 PAGE : 11
 (9927)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736943643

01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
 FILING 010 010 010 20180305 1106 1862 7637

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME

04 ADDRESS
 05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME

07 ADDRESS
 08 SECURED PARTY / TONINO AMENDOLA TORONTO ON M3H 2R4
 LIEN CLAIMANT ADDRESS 18 MORCROSS ROAD

10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

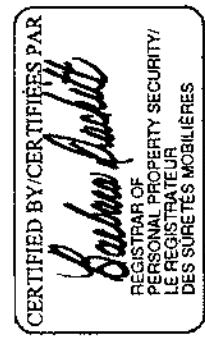
11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT ADDRESS
 17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 13
 (9929)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113117.80

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNROCK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 732825639

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES NO. SCHEDULE 20171011 1320 1590 4015 UNDER PERIOD

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ADDRESS

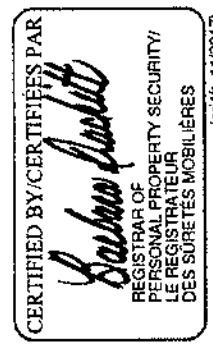
10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL 1688-1690, 1694-1698, 1700, 1702, AND 1704B AVENUE ROAD AND 412 AND
 14 COLLATERAL 414 BROOKDALE AVENUE, TORONTO, BEING LEGALLY DESCRIBED IN PIN NOS.
 15 DESCRIPTION 10189-0865 (LT) AND 10189-0866 (LT)

16 REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 730598058

01 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE 20170804 1245 1590 9743 P PPSA 5
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO. 002453231
03 NAME BUSINESS NAME FORTRESS BROOKDALE INC. ON L4B 3K7

04 ADDRESS 25 BRODIE DRIVE, UNIT 1 RICHMOD HILL

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO. 002449600
06 NAME BUSINESS NAME FORTRESS AVENUE ROAD (2015) INC. ON L4B 3K7

07 ADDRESS 25 BRODIE DRIVE, UNIT 1 RICHMOD HILL

08 SECURED PARTY / FIRM CAPITAL MORTGAGE FUND INC. TORONTO M6A 1V5
09 LIEN CLAIMANT ADDRESS 163 CARTWRIGHT AVENUE

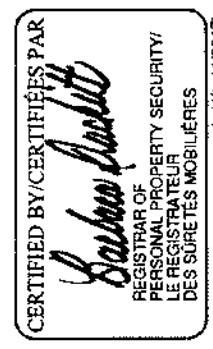
10 COLLATERAL CLASSIFICATION
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GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X X

11 YEAR MAKE MODEL V.I.N.
12 MOTOR MAKE MODEL V.I.N.

13 GENERAL OWENS WRIGHT LLP (J. ALVARADO)
14 COLLATERAL ADDRESS 300 20 HOLLY STREET TORONTO ON M4S 3B1
15 DESCRIPTION

16 REGISTERING OWENS WRIGHT LLP (J. ALVARADO)
17 AGENT ADDRESS 300 20 HOLLY STREET TORONTO ON M4S 3B1

CONTINUED... 15



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : FSSR060
 PAGE : 15
 (9931)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 730598058

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 002 3 20170804 1245 1590 9743

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME FERNBROOK HOMES (BROOKDALE) LIMITED
 04 ADDRESS 2220 HIGHWAY #7 WEST, UNIT 5 CONCORD ONTARIO CORPORATION NO. 002467088
 L4K 1W7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME FORTRESS REAL DEVELOPMENTS INC.
 07 ADDRESS 25 BRODIE DRIVE, UNIT 1 RICHMOND HILL ONTARIO CORPORATION NO. 002334645
 L4B 3K7

08 SECURED PARTY / LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
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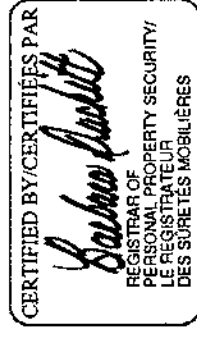
11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 16
 (9932)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2018

PORK IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 730598058

01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
 FILING NO. OF PAGES 3 20170804 1245 1590 9743

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 BUSINESS NAME CITYZEN DEVELOPMENT (2005) CORPORATION TORONTO

ONTARIO CORPORATION NO. 002104514
 ON M5E 1A7

04 ADDRESS 56 THE ESPLANADE, SUITE 301
 05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 BUSINESS NAME
 07 ADDRESS

ONTARIO CORPORATION NO.

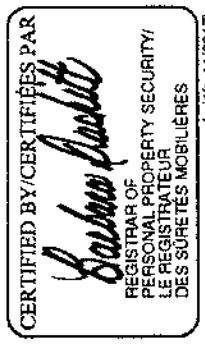
08 SECURED PARTY / LIEN CLAIMANT ADDRESS
 09 ADDRESS

10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL
 14 COLLATERAL DESCRIPTION
 15

16 REGISTERING ASSENT ADDRESS
 17



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 18
 (9934)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 727742403

01 CAUTION PAGE 002 NO. OF PAGES 3 TOTAL 3
 FILING REGISTRATION NUMBER 20170517 1223 1590 3991 REGISTERED UNDER PERIOD

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME FERNBROOK HOMES (BROOKDALE) LIMITED
 04 ADDRESS 2220 HIGHWAY #7 WEST, UNIT 5 CONCORD ONTARIO CORPORATION NO. 002467088 L4K 1W7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME FORTRESS REAL DEVELOPMENTS INC.
 07 ADDRESS 25 BRODIE DRIVE, UNIT 1 RICHMOND HILL ONTARIO CORPORATION NO. 002334645 L4B 3K7

08 SECURED PARTY / LIEN CLAIMANT
 09 ADDRESS

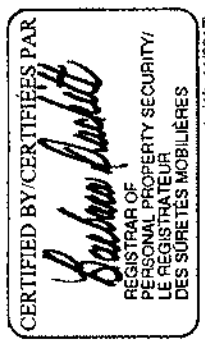
10 COLLATERAL CLASSIFICATION
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 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT
 17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 19



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 19
 (9935)

RUN NUMBER : 261
 RUN DATE : 2018/09/18
 ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 727742403

01 CAUTION PAGE NO. OF PAGES : 003 3
 FINING TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 UNDER PERIOD

02 DATE OF BIRTH : 20170517 1223 1590 3991
 FIRST GIVEN NAME : INITIAL SURNAME
 03 BUSINESS NAME : CITYZEN DEVELOPMENT (2005) CORPORATION
 ADDRESS : 56 THE ESPLANADE, SUITE 301 TORONTO

ONTARIO CORPORATION NO.: 002104514
 ON M5E 1A7

04 DEBTOR : CITYZEN DEVELOPMENT (2005) CORPORATION
 DATE OF BIRTH : INITIAL SURNAME
 BUSINESS NAME : ADDRESS : 56 THE ESPLANADE, SUITE 301 TORONTO

ONTARIO CORPORATION NO.:

05 SECURED PARTY /
 LIEN CLAIMANT : ADDRESS :
 BUSINESS NAME : ADDRESS :

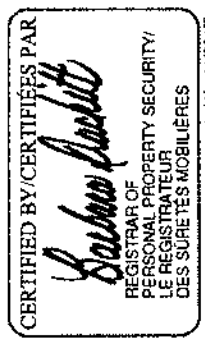
10 COLLATERAL CLASSIFICATION :
 CONSUMER :
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE NO. FIXED

11 YEAR MAKE :
 12 VEHICLE : MODEL : V.I.N.:

13 GENERAL :
 14 COLLATERAL :
 15 DESCRIPTION :

16 REGISTERING :
 17 AGENT : ADDRESS :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
 FILE CURRENCY : 17SEP 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 707640489

01 CAUTION FILING NO. OF PAGES 002 2
 TOTAL MOTOR VEHICLE REGISTRATION NUMBER 20150702 1153 1590 9054
 SCHEDULE UNDER PERIOD

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME ADDRESS
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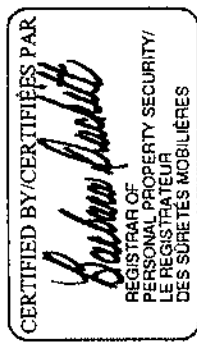
08 SECURED PARTY / MOTOR VEHICLE AMOUNT DATE OF NO FIXED
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09 COLLATERAL CLASSIFICATION CONSUMER
 10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL MUNICIPALLY KNOWN AS 375 & 377 FAIRLAWN AVENUE, 1678, 1682, 1686,
 14 COLLATERAL 1698-1690, 1698, 1700, 1706 AND 1704B AVENUE ROAD AND 412 AND 414
 15 DESCRIPTION BROOKDALE AVENUE, TORONTO

16 REGISTERING ADDRESS
 17 AGENT



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
FILE CURRENCY : 17SEP 2018

FORK 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLES REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
001 1 20170320 1537 1590 9970
21 RECORD FILE NUMBER 707640489 RENEWAL CORRECT
PERIOD

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED
X A AMENDMENT
22 FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME FERNBROOK HOMES (BROOKDALE) LIMITED
23 REFERENCE
24 DEBTOR/ TRANSFEROR

OTHER CHANGE TO RECORD NEW NAME OF SECURED PARTY DUE TO ITS NAME CHANGE
25 REASON/
26 DESCRIPTION
27

DEBTOR/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02/
05/ TRANSFEREE BUSINESS NAME
03/
06/ ADDRESS

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
29 BUILDING # DEVELOPMENT MORTGAGES CANADA INC.
08 ADDRESS 25 BRODIE DRIVE, UNIT 8 RICHMOND HILL ON L4B 3K7

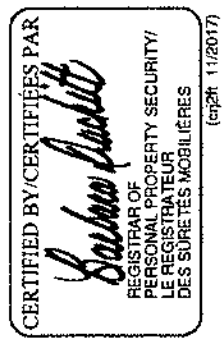
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10 CONSUMER INCLUDED AMOUNT MATURITY OR MATURITY DATE

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
11 YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE
12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15 REGISTERING AGENT OR
16 SECURED PARTY/ ADDRESS TORONTO ON MSK 1G8

LIEN CLAIMANT
17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 23



TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
FILE CURRENCY : 17SEP 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
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RECORD FILE NUMBER 707640489
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REFERENCED NO ASSIGNMENT YEARS PERIOD
D ASSIGNMENT

22 FIRST GIVEN NAME INITIAL SURNAME
FERNBROOK HOMES (BROOKDALE) LIMITED

23 BUSINESS NAME
24 FERNBROOK HOMES (BROOKDALE) LIMITED

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02/ DEBTOR/
05 TRANSFEREE BUSINESS NAME
03/ BUSINESS NAME
06 ADDRESS

04/07 ONTARIO CORPORATION NO.
29 ASSIGNOR BUILDING & DEVELOPMENT MORTGAGES CANADA INC.
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 BUILDING & DEVELOPMENT MORTGAGES CANADA INC.
09 25 BRODIE DRIVE, UNIT 8 RICHMOND HILL ON L4B 3K7

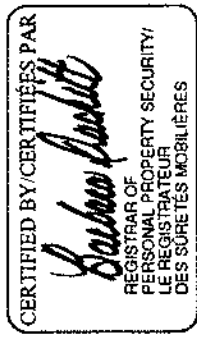
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10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR ADDRESS TORONTO
17 SECURED PARTY/ ADDRESS TORONTO
LIEN CLAIMANT

ON M5K 1G8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DESTOR
SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
FILE CURRENCY : 17SEP 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

20 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
21 FILING NO. OF PAGES SCHEDULE NUMBER UNDER
22 RECORD FILE NUMBER 707640489
23 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
24 REFERENCE FIRST GIVEN NAME INITIAL SURNAME PERIOD

25 BUSINESS NAME
26 BUSINESS NAME
27 BUSINESS NAME
28 BUSINESS NAME

29 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
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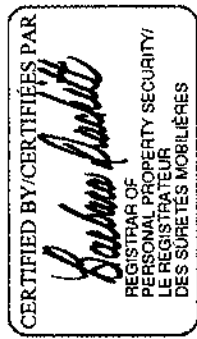
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34 DEBTOR/ TRANSFEROR BUSINESS NAME ADDRESS
35 DEBTOR/ TRANSFEROR BUSINESS NAME ADDRESS
36 DEBTOR/ TRANSFEROR BUSINESS NAME ADDRESS

37 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
38 ADDRESS 2200, 125 - 9TH AVENUE SE CALGARY AB T2G 0P6
39 ADDRESS 2200, 125 - 9TH AVENUE SE CALGARY AB T2G 0P6

40 COLLATERAL CLASSIFICATION MOTOR VEHICLE DATE OF NO FIXED
41 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
42 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

43 YEAR MAKE MODEL V.I.N.
44 MOTOR VEHICLE
45 VEHICLE GENERAL
46 COLLATERAL
47 DESCRIPTION
48 REGISTRATION AGENT OR
49 SECURED PARTY/ ADDRESS
50 LIEN CLAIMANT

51 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
52 CONTINUED... 25



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
FILE CURRENCY : 17SEP 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
001 2 20170607 1259 1590 5479
21 RECORD FILE NUMBER 707640489 RENEWAL CORRECT
REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD
001 2 J OTHER

22 REFERENCE FIRST GIVEN NAME INITIAL SURNAME
23 DEBTOR/ FERNBROOK HOMES (BROOKDALE) LIMITED
TRANSFEROR

25 OTHER CHANGE SUBORDINATION OF FILE NO. 707640489 TO
26 REASON/ SUBORDINATION OF FILE NO. 707640489 TO FILE NO. 727742403
27 DESCRIPTION
28 DEBTOR/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 TRANSFEREE BUSINESS NAME
06 ADDRESS

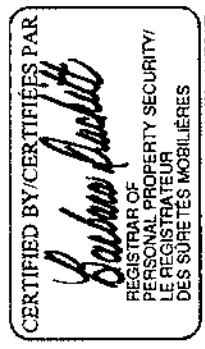
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29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 ADDRESS
09 COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR OWENS WRIGHT LLP (J. ALVARADO)
12 VEHICLE 300 - 20 HOLLY STREET TORONTO ON M4S 3B1
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR ADDRESS
17 SECURED PARTY/ ADDRESS TORONTO ON M4S 3B1
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113117.88

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FERNROCK HOMES (BROOKDALE) LIMITED
FILE CURRENCY : 17SEP 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
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21 REFERENCED 2 PERIOD

REFERENCE FIRST GIVEN NAME INITIAL SURNAME
23 DEBTOR/ BUSINESS NAME
24 TRANSFEROR

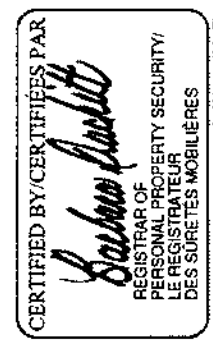
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25 REASON/ DESCRIPTION
26 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
27 DEBTOR/ BUSINESS NAME
28 TRANSPEREE BUSINESS NAME
29 ADDRESS

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
29 ADDRESS
08 COLLATERAL CLASSIFICATION
09 CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT DATE OF NO FIXED
10 MOTOR YEAR MAKE MODEL V.I.N.
11 MOTOR VEHICLE
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REPLESSING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

ONTARIO CORPORATION NO.

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 261
RUN DATE : 2018/09/18
ID : 20180918113117.88

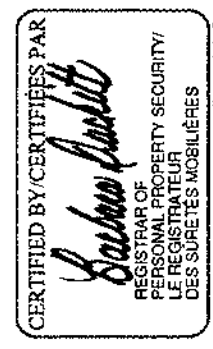
REPORT : PSSR060
PAGE : 27
(9943)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FERNBROOK HOMES (BROOKDALE) LIMITED
FILE CURRENCY : 17SEP 2018


INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
736943643	20180305	1106	1862 7637
732825639	20171011	1320	1590 4015
730598058	20170804	1245	1590 9743
727742403	20170517	1223	1590 3991
707640489	20150702	1153	1590 9054
	20170320	1537	1590 9970
	20170407	1021	1590 1346
	20170607	1259	1590 5479

8 REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.



This is Exhibit "K", referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.



BROOKDALE & AVENUE
TORONTO, ONTARIO
80 UNIT DEVELOPMENT

CAPITAL COST & COST-TO-COMPLETE SUMMARY
 (Ending April 30/2017)

Date: 19/May/17
 Project No.: 15000
 Report No.: 1

PRO-FORMA PROJECT BUDGET	ANCHOR BUDGET	TOTAL VARIANCE	FM CURRENT BUDGET	COST TO DATE 30-Apr-17	PREVIOUSLY CERTIFIED 31-Mar-17	CURRENT COST TO DATE	COST TO COMPLETE	GROSS HOLDBACK	HOLDBACK RELEASED
LAND									
1 Land Value	21,015,000	0	21,015,000	21,015,000	21,015,000	0	0	0	0
2 Land Transfer Tax	Included in 1	0	Included in 1			0	0	0	0
3 Land Loan Interest Legacy	Included in 1	0	Included in 1			0	0	0	0
4 Parkland Dedication	1,246,400	0	1,246,400			0	1,246,400		
5 City Development Charges	1,982,797	0	1,982,797	20,988	20,988	0	1,961,809		
6 City DC Credit for existing ground floor retail	(220,386)	0	(220,386)			0	(220,386)		
7 Separate School Board Education Charges	113,147	0	113,147			0	113,147		
8 Realty Taxes During Construction	1,060,000	0	1,060,000	533,115	533,115	0	526,885		
9 Section 37	350,000	0	350,000	210,642	210,642	0	139,358		
10 Neighbourhood Encroachments	100,000	0	100,000	60,000	60,000	0	40,000		
11 Planning / Zoning & SPA Costs	165,000	0	165,000	16,847	16,847	0	148,153		
CONSTRUCTION									
12 Construction	43,604,741	0	43,604,741	1,687,478	1,357,659	329,819	41,917,263	145,311	0
13 Demolition	269,722	0	269,722	269,722	269,722	0	0	26,972	
14 Overhead Protection / Hydro line Relocation	250,000	0	250,000	198,441	198,441	0	51,559		
15 Purchaser Incentives	In Revenue	0	In Revenue			0	0		
16 Purchaser Upgrades	Excluded	0	Excluded			0	0		
17 Construction Management	1,407,482	0	1,407,482			0	1,407,482		
18 Common Area Furniture & Amenity Equipment	375,000	0	375,000	0	0	0	375,000		
19 Building Permit	389,000	0	389,000	0	0	0	389,000		
20 Municipal Fees	155,000	0	155,000	55,225	49,761	5,464	99,775		
21 Service Connections (hydro/sanitary/water/storm)	390,000	0	390,000	53,012	53,012	0	336,988		
22 City De-watering Discharge Fee	35,000	0	35,000	8,500	8,500	0	26,500		
23 Construction Insurance	206,252	0	206,252	164,484	164,484	0	41,768		
24 Bonding	Not required	0	Not required			0	0		
25 Tarion Fees	97,000	0	97,000	1,000	1,000	0	96,000		
DESIGN									
26 Architect	905,000	0	905,000	702,434	702,434	0	202,566		
27 Structural Engineer	140,000	0	140,000	40,077	40,077	0	99,923		
28 Mechanical & Electrical Engineer	150,000	0	150,000			0	150,000		
29 Landscape Architect	90,000	0	90,000			0	90,000		
30 Interior Designer	98,720	0	98,720			0	98,720		
31 Soils & Environmental Consultant	100,000	0	100,000			0	100,000		
32 Shoring Consultant	81,560	0	81,560	32,964	32,964	0	81,560		
33 Cost Consultant	65,000	0	65,000	31,207	31,207	0	32,036		
34 Inspection & Testing	70,000	0	70,000	9,375	9,375	0	38,793		
35 Civil / Transportation Engineer	125,000	0	125,000			0	115,625		
36 Energy Model Engineer	25,000	0	25,000			0	25,000		
37 Acoustical Engineer	10,000	0	10,000			0	10,000		
38 Elevator Consultant	10,000	0	10,000			0	10,000		
39 Printing & Disbursements	75,000	0	75,000	411	137	274	74,589		
40 Miscellaneous Consultants	150,000	0	150,000	31,687	30,601	1,086	118,313		
LEGAL & ADMINISTRATION									
41 Legal Fees	525,000	0	525,000	176,695	170,770	5,925	346,305		
42 Surveyor	74,000	0	74,000	53,475	51,976	1,499	20,525		
43 Accountant	30,000	0	30,000			0	30,000		
44 Development Management Fee	1,884,424	0	1,884,424			0	1,884,424		

This is **Exhibit "L"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.



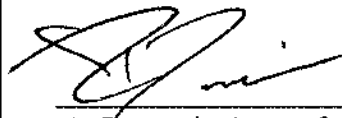
BROOKDALE & AVENUE
TORONTO, ONTARIO
80 UNIT DEVELOPMENT

CAPITAL COST & COST-TO-COMPLETE SUMMARY
 (Ending May 31/2017)

Date: 28/Jun/17
 Project No.: 15000
 Report No.: 2

PRO-FORMA PROJECT BUDGET	ANCHOR BUDGET	TOTAL VARIANCE	FM PREVIOUS BUDGET	CURRENT VARIANCE	FM CURRENT BUDGET	COST TO DATE 31-May-17	PREVIOUSLY CERTIFIED 30-Apr-17	CURRENT COST TO DATE	COST TO COMPLETE	GROSS HOLDBACK	HOLDBACK RELEASED
LAND											
1 Land Value	21,015,000	0	21,015,000	0	21,015,000	21,015,000	21,015,000	0	0	0	0
2 Land Transfer Tax	Included in 1	0	Included in 1	0	Included in 1	0	0	0	0	0	0
3 Land Loan Interest Legacy	Included in 1	0	Included in 1	0	Included in 1	0	0	0	0	0	0
4 Parkland Dedication	1,246,400	0	1,246,400	0	1,246,400	0	0	0	1,246,400	0	0
5 City Development Charges	1,982,797	0	1,982,797	0	1,982,797	20,988	20,988	0	1,961,809	0	0
6 City DC Credit for existing ground floor retail	(220,386)	0	(220,386)	0	(220,386)	0	0	0	(220,386)	0	0
7 Separate School Board Education Charges	113,147	0	113,147	0	113,147	0	0	0	113,147	0	0
8 Realty Taxes During Construction	1,060,000	0	1,060,000	0	1,060,000	470,631	533,115	(62,485)	589,369	0	0
9 Section 37	350,000	0	350,000	0	350,000	210,642	210,642	0	139,358	0	0
10 Neighbourhood Encroachments	100,000	0	100,000	0	100,000	60,000	60,000	0	40,000	0	0
11 Planning / Zoning & SPA Costs	165,000	0	165,000	0	165,000	25,657	16,847	8,820	139,333	0	0
CONSTRUCTION											
12 Construction	43,604,741	13,720	43,604,741	13,720	43,618,461	2,174,202	1,687,478	486,724	41,444,259	189,677	0
13 Demolition	269,722	0	269,722	(0)	269,722	269,722	269,722	0	0	0	0
14 Overhead Protection / Hydro line Relocation	250,000	0	250,000	0	250,000	198,441	198,441	0	51,559	0	0
15 Purchaser Incentives	In Revenue	0	In Revenue	0	In Revenue	0	0	0	0	0	0
16 Purchaser Upgrades	Excluded	0	Excluded	0	Excluded	0	0	0	0	0	0
17 Construction Management	1,407,482	0	1,407,482	(0)	1,407,482	0	0	0	1,407,482	0	0
18 Common Area Furniture & Amenity Equipment	375,000	0	375,000	0	375,000	134,671	0	134,671	375,000	0	0
19 Building Permit	389,000	0	389,000	0	389,000	0	0	0	254,329	0	0
20 Municipal Fees	155,000	0	155,000	0	155,000	33,052	55,225	(22,172)	121,948	0	0
21 Service Connections (hydro/sanitary/water/storm)	390,000	0	390,000	0	390,000	69,330	53,012	16,318	320,670	0	0
22 City Dewatering Discharge Fee	35,000	0	35,000	0	35,000	8,500	8,500	0	26,500	0	0
23 Construction Insurance	206,252	0	206,252	0	206,252	164,484	164,484	0	41,768	0	0
24 Bonding	Not required	0	Not required	0	Not required	0	0	0	0	0	0
25 Tendon Fees	97,000	0	97,000	0	97,000	1,500	1,000	500	95,500	0	0
DESIGN											
26 Architect	905,000	0	905,000	0	905,000	714,625	702,434	12,191	190,375	0	0
27 Structural Engineer	140,000	0	140,000	0	140,000	45,477	40,077	5,400	94,523	0	0
28 Mechanical & Electrical Engineer	150,000	0	150,000	0	150,000	0	0	0	150,000	0	0
29 Landscape Architect	90,000	0	90,000	0	90,000	0	0	0	90,000	0	0
30 Interior Designer	98,720	0	98,720	0	98,720	0	0	0	98,720	0	0
31 Soils & Environmental Consultant	100,000	0	100,000	0	100,000	51,005	31,667	51,005	48,995	0	0
32 Shoring Consultant	81,560	0	81,560	0	81,560	49,352	17,665	17,665	32,208	0	0
33 Cost Consultant	65,000	0	65,000	0	65,000	25,131	32,964	(7,833)	39,869	0	0
34 Inspection & Testing	70,000	0	70,000	0	70,000	34,135	31,207	2,927	35,865	0	0
35 Civil / Transportation Engineer	125,000	0	125,000	0	125,000	9,375	9,375	0	115,625	0	0
36 Energy Model Engineer	25,000	0	25,000	0	25,000	3,600	3,600	3,600	25,000	0	0
37 Acoustical Engineer	10,000	0	10,000	0	10,000	0	0	0	6,400	0	0
38 Elevator Consultant	10,000	0	10,000	0	10,000	0	0	0	10,000	0	0
39 Printing & Disbursements	75,000	0	75,000	0	75,000	928	411	517	74,072	0	0
40 Miscellaneous Consultants	150,000	0	150,000	0	150,000	0	0	0	150,000	0	0
LEGAL & ADMINISTRATION											
41 Legal Fees	525,000	0	525,000	0	525,000	151,448	176,695	(25,246)	373,552	0	0
42 Surveyor	74,000	0	74,000	0	74,000	53,475	53,475	0	20,525	0	0
43 Accountant	30,000	0	30,000	0	30,000	0	0	0	30,000	0	0
44 Development Management Fee	1,884,424	0	1,884,424	0	1,884,424	0	0	0	1,884,424	0	0

This is **Exhibit "M"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.



BROOKDALE & AVENUE
TORONTO, ONTARIO
80 UNIT DEVELOPMENT

CAPITAL COST & COST-TO-COMPLETE SUMMARY
(Ending June 30/2017)

Date: 19/Jul/17
Project No.: 15000
Report No.: 3

PRO-FORMA PROJECT BUDGET	ANCHOR BUDGET	TOTAL VARIANCE	FM PREVIOUS BUDGET	CURRENT VARIANCE	FM CURRENT BUDGET	COST TO DATE 30-Jun-17	PREVIOUSLY CERTIFIED 31-May-17	CURRENT COST TO DATE	COST TO COMPLETE	GROSS HOLDBACK	HOLDBACK RELEASED
LAND											
1 Land Value	21,015,000	0	21,015,000	0	21,015,000	21,015,000	21,015,000	0	0	0	0
2 Land Transfer Tax	Included in 1	0	Included in 1	0	Included in 1	0	0	0	0	0	0
3 Land Loan Interest Legacy	Included in 1	0	Included in 1	0	Included in 1	0	0	0	0	0	0
4 Parkland Dedication	1,246,400	0	1,246,400	0	1,246,400	0	0	0	1,246,400	0	0
5 City Development Charges	1,982,797	0	1,982,797	0	1,982,797	0	0	0	1,981,809	0	0
6 City DC Credit for existing ground floor retail	(220,386)	0	(220,386)	0	(220,386)	0	0	0	(220,386)	0	0
7 Separate School Board Education Charges	113,147	0	113,147	0	113,147	0	0	0	113,147	0	0
8 Realty Taxes During Construction	1,060,000	0	1,060,000	0	1,060,000	524,999	470,631	54,368	535,001	0	0
9 Section 37	350,000	0	350,000	0	350,000	210,642	210,642	0	139,358	0	0
10 Neighbourhood Encroachments	100,000	0	100,000	0	100,000	60,000	60,000	0	40,000	0	0
11 Planning / Zoning & SPA Costs	165,000	0	165,000	0	165,000	25,667	25,667	0	139,333	0	0
CONSTRUCTION											
12 Construction	43,604,741	53,779	43,618,461	40,080	43,658,520	2,413,722	2,174,202	239,520	41,244,798	205,705	0
13 Demolition	269,722	0	269,722	0	269,722	269,722	269,722	0	0	0	0
14 Overhead Protection / Hydro Line Relocation	250,000	12,696	250,000	12,696	262,696	262,696	198,441	64,255	0	0	0
15 Purchaser Incentives	In Revenue	0	In Revenue	0	In Revenue	0	0	0	0	0	0
16 Purchaser Upgrades	Excluded	0	Excluded	0	Excluded	0	0	0	0	0	0
17 Construction Management	1,407,482	0	1,407,482	0	1,407,482	3,220	0	3,220	1,404,262	0	0
18 Common Area Furniture & Amenity Equipment	375,000	0	375,000	0	375,000	134,671	134,671	0	375,000	0	0
19 Building Permit	389,000	0	389,000	0	389,000	0	0	0	254,329	0	0
20 Municipal Fees	155,000	0	155,000	0	155,000	41,249	33,052	8,196	113,751	0	0
21 Service Connections (hydro/sanitary/water/storm)	390,000	0	390,000	0	390,000	69,330	69,330	0	320,670	0	0
22 City Dewatering Discharge Fee	35,000	0	35,000	0	35,000	8,500	8,500	0	26,500	0	0
23 Construction Insurance	206,252	0	206,252	0	206,252	163,712	164,484	(773)	42,540	0	0
24 Bonding	Not required	0	Not required	0	Not required	0	0	0	0	0	0
25 Tendon Fees	97,000	0	97,000	0	97,000	1,500	1,500	0	95,500	0	0
DESIGN											
26 Architect	905,000	0	905,000	0	905,000	688,780	714,625	(25,845)	216,220	86,263	0
27 Structural Engineer	140,000	0	140,000	0	140,000	54,737	45,477	9,260	150,000	0	0
28 Mechanical & Electrical Engineer	150,000	0	150,000	0	150,000	0	0	0	109,920	0	0
29 Landscape Architect	90,000	35,000	90,000	35,000	125,000	15,080	0	15,080	98,720	0	0
30 Interior Designer	98,720	0	98,720	0	98,720	0	0	0	0	0	0
31 Soils & Environmental Consultant	100,000	0	100,000	0	100,000	55,115	51,005	4,110	44,885	0	0
32 Shoring Consultant	81,560	0	81,560	0	81,560	61,051	49,352	11,699	20,509	0	0
33 Cost Consultant	65,000	0	65,000	0	65,000	25,131	25,131	0	39,869	0	0
34 Inspection & Tasting	70,000	0	70,000	0	70,000	37,735	34,135	3,600	32,265	0	0
35 Civil / Transportation Engineer	125,000	0	125,000	0	125,000	10,714	9,375	1,339	114,286	0	0
36 Energy Model Engineer	25,000	0	25,000	0	25,000	3,600	3,600	0	25,000	0	0
37 Acoustical Engineer	10,000	0	10,000	0	10,000	0	0	0	6,400	0	0
38 Elevator Consultant	10,000	0	10,000	0	10,000	0	0	0	10,000	0	0
39 Printing & Disbursements	75,000	0	75,000	0	75,000	2,903	928	1,975	72,097	0	0
40 Miscellaneous Consultants	150,000	0	150,000	0	150,000	0	0	0	150,000	0	0
LEGAL & ADMINISTRATION											
41 Legal Fees	525,000	0	525,000	0	525,000	152,321	151,448	873	372,679	0	0
42 Surveyor	74,000	0	74,000	0	74,000	53,475	53,475	0	20,525	0	0
43 Accountant	30,000	0	30,000	0	30,000	0	0	0	30,000	0	0
44 Development Management Fee	1,884,424	0	1,884,424	0	1,884,424	0	0	0	1,884,424	0	0



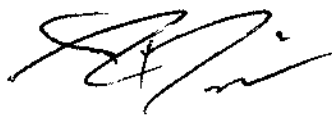
BROOKDALE & AVENUE
TORONTO, ONTARIO
80 UNIT DEVELOPMENT

CAPITAL COST & COST-TO-COMPLETE SUMMARY
 (Ending June 30/2017)

Date: 19/Jul/17
 Project No.: 15000
 Report No.: 3

PRO-FORMA PROJECT BUDGET	ANCHOR BUDGET	TOTAL VARIANCE	FM PREVIOUS BUDGET	CURRENT VARIANCE	FM CURRENT BUDGET	COST TO DATE 30-Jun-17	PREVIOUSLY CERTIFIED 31-May-17	CURRENT COST TO DATE	COST TO COMPLETE	GROSS HOLDBACK	HOLDBACK RELEASED
MARKETING & SALES											
45 Sales Office Construction	92,824	0	92,824	0	92,824	92,824	92,824	0	0		
46 Sales Office Operation	743,341	0	743,341	0	743,341	396,885	426,421	(29,536)	346,456		
47 Marketing & Advertising	1,214,675	0	1,214,675	0	1,214,675	892,205	830,710	61,494	322,470		
48 Sales Commissions Lead Broker	1,012,030	0	1,012,030	0	1,012,030	247,682	247,682	0	764,348		
49 Sales Commissions Co Brokers	1,358,808	0	1,358,808	0	1,358,808	258,401	258,401	0	1,100,407		
50 Leasing Salaries & Commissions	0	0	0	0	0	0	0	0	0		
51 Retail - Leasing Commissions	391,541	0	391,541	0	391,541	0	0	0	391,541		
52 Tenant Buyouts	incl. in Land	0	incl. in Land	0	incl. in Land	0	0	0	0		
53 Retail - Tenant Inducements	0	0	0	0	0	0	0	0	0		
54 Retail - Landlord Work	817,610	0	817,610	0	817,610	0	0	0	817,610		
FINANCE											
55 Commitment Fee	910,045	0	910,045	0	910,045	179,220	179,220	0	730,825		
56 Origination Fee	264,205	0	264,205	0	264,205	52,030	52,030	0	212,175		
57 Bank Service Charges	15,000	0	15,000	0	15,000	2,367	2,317	50	12,633		
58 Letter of Credit Fees	60,000	0	60,000	0	60,000	0	0	0	60,000		
59 Appraisals	20,000	0	20,000	0	20,000	0	0	0	20,000		
60 Project Monitor	160,000	0	160,000	0	160,000	890	890	0	159,110		
61 Deposit Insurance Fees	296,325	0	296,325	0	296,325	7,500	7,500	0	288,825		
62 Construction Loan Interest	6,001,256	0	6,001,256	0	6,001,256	188,466	91,318	77,148	5,832,790		
OPERATING COSTS & INCOME											
63 Operating Costs Interim Occupancy	220,899	0	220,899	0	220,899	0	0	0	220,899		
64 Occupancy Income & Rent Received Pre Construction	(1,032,729)	0	(1,032,729)	0	(1,032,729)	0	0	0	(1,032,729)		
65 Interest Earned on Deposits	(267,843)	0	(267,843)	0	(267,843)	(132,841)	(132,841)	0	(135,002)		
66 Interest Payable on Deposits	135,003	0	135,003	0	135,003	0	0	0	135,003		
67 Warranty Reserve	186,000	0	186,000	0	186,000	0	0	0	186,000		
CONTINGENCY											
68 Construction Contingency	2,765,625	(53,779)	2,751,905	(40,060)	2,711,846	0	0	0	2,711,846		
69 Development Contingency	1,215,528	(47,696)	1,215,528	(47,696)	1,167,832	0	0	0	1,167,832		
HARMONIZED SALES TAX											
70 H.S.T. on Monthly Payables	7,358,283	0	7,358,283	0	7,358,283	553,349	81,700	471,649	6,804,934		
71 H.S.T. Monthly Input Tax Credit	(7,358,283)	0	(7,358,283)	0	(7,358,283)	(394,996)	(23)	(394,973)	(6,963,287)		
72 H.S.T. on Deemed Disposition for Rental Units	670,000	0	670,000	0	670,000	0	0	0	670,000		
PROJECT BUDGET	94,850,000	(0)	94,850,000	0	94,850,000	28,710,242	28,133,531	576,711	66,139,758	232,678	0
	94,850,000	0	94,850,000	0	94,850,000						
				Less Holdback Retained		(232,678)	(216,650)	(16,028)	232,678		
				Add Holdback Released		0	0	0	0		
				Net Cost to Date		28,477,565	27,916,882	560,683	66,372,435		
						28,477,565	27,916,882	560,683	66,372,435		

This is Exhibit "N", referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.



BROOKDALE & AVENUE
TORONTO, ONTARIO
80 UNIT DEVELOPMENT

CAPITAL COST & COST-TO-COMPLETE SUMMARY
 (Ending July 31/2017)

Date: 29/Sep/17
 Project No.: 15000
 Report No.: 4

PRO-FORMA PROJECT BUDGET	ANCHOR BUDGET	TOTAL VARIANCE	FM PREVIOUS BUDGET	CURRENT VARIANCE	FM CURRENT BUDGET	COST TO DATE 31-Jul-17	PREVIOUSLY CERTIFIED 30-Jun-17	CURRENT COST TO DATE	COST TO COMPLETE	GROSS HOLDBACK	HOLDBACK RELEASED
LAND											
1 Land Value	21,015,000	0	21,015,000	0	21,015,000	21,015,000	21,015,000	0	0	0	0
2 Land Transfer Tax	Included in 1	0	Included in 1	0	0	0	0	0	0	0	0
3 Land Loan Interest Legacy	Included in 1	0	Included in 1	0	0	0	0	0	0	0	0
4 Parkland Dedication	1,246,400	0	1,246,400	0	1,246,400	0	0	0	1,246,400	0	0
5 City Development Charges	1,982,797	0	1,982,797	0	1,982,797	0	0	0	1,982,797	0	0
6 City DC Credit for existing ground floor retail	(220,386)	0	(220,386)	0	(220,386)	0	0	0	(220,386)	0	0
7 Separate School Board Education Charges	113,147	0	113,147	0	113,147	0	0	0	113,147	0	0
8 Realty Taxes During Construction	1,060,000	0	1,060,000	0	1,060,000	552,693	524,999	27,694	507,307	0	0
9 Section 37	350,000	0	350,000	0	350,000	210,642	210,642	0	139,358	0	0
10 Neighbourhood Encroachments	100,000	0	100,000	0	100,000	60,000	60,000	0	40,000	0	0
11 Planning / Zoning & SPA Costs	165,000	(90,000)	165,000	(90,000)	75,000	26,076	25,667	409	48,924	0	0
CONSTRUCTION											
12 Construction	43,604,741	53,779	43,658,520	0	43,658,520	3,121,413	2,413,722	707,691	40,537,107	261,306	0
13 Demolition	269,722	0	269,722	0	269,722	269,722	269,722	0	0	26,972	0
14 Overhead Protection / Hydro line Relocation	250,000	12,696	262,696	0	262,696	262,696	262,696	0	0	0	0
15 Purchaser Incentives	In Revenue	0	In Revenue	0	0	0	0	0	0	0	0
16 Purchaser Upgrades	Excluded	0	Excluded	0	0	0	0	0	0	0	0
17 Construction Management	1,407,482	0	1,407,482	0	1,407,482	5,072	3,220	1,851	1,402,410	0	0
18 Common Area Furniture & Amenity Equipment	375,000	0	375,000	0	375,000	134,671	134,671	0	375,000	0	0
19 Building Permit	389,000	0	389,000	0	389,000	62,237	62,237	0	254,329	0	0
20 Municipal Fees	155,000	0	155,000	0	155,000	69,330	69,330	0	92,763	0	0
21 Service Connections (hydro/sanitary/water/storm)	35,000	40,000	35,000	40,000	75,000	30,184	8,500	21,684	44,816	0	0
22 City Dewatering Discharge Fee	206,252	0	206,252	0	206,252	163,712	163,712	0	42,540	0	0
23 Construction Insurance	Not required	0	Not required	0	0	0	0	0	0	0	0
24 Bonding	97,000	0	97,000	0	97,000	1,500	1,500	0	95,500	0	0
25 Taron Fees	905,000	(0)	905,000	(0)	905,000	688,780	688,780	0	216,220	0	0
DESIGN											
26 Architect	140,000	0	140,000	0	140,000	62,805	54,737	8,068	77,195	0	0
27 Structural Engineer	150,000	35,000	150,000	35,000	150,000	15,080	15,080	0	109,920	0	0
28 Mechanical & Electrical Engineer	90,000	0	90,000	0	90,000	55,115	55,115	0	98,720	0	0
29 Landscape Architect	98,720	(30,000)	100,000	(30,000)	70,000	84,148	81,051	3,097	14,885	0	0
30 Interior Designer	100,000	(1,560)	100,000	(1,560)	80,000	65,000	25,131	0	39,869	0	0
31 Soils & Environmental Consultant	81,560	0	81,560	0	81,560	9,149	7,328	1,818	60,854	0	0
32 Shoring Consultant	65,000	0	65,000	0	65,000	41,207	34,007	7,200	108,793	0	0
33 Cost Consultant	70,000	50,000	100,000	50,000	125,000	10,714	10,714	0	114,286	0	0
34 Inspection & Testing	100,000	0	100,000	0	100,000	0	0	0	25,000	0	0
35 Vibration Monitor	25,000	0	25,000	0	25,000	0	0	0	10,000	0	0
36 Civil / Transportation Engineer	10,000	0	10,000	0	10,000	0	0	0	10,000	0	0
37 Energy Model Engineer	10,000	0	10,000	0	10,000	0	0	0	10,000	0	0
38 Acoustical Engineer	75,000	0	75,000	0	75,000	4,250	2,903	1,346	70,750	0	0
39 Elevator Consultant	50,000	0	50,000	0	50,000	0	0	0	50,000	0	0
40 Printing & Disbursements	525,000	0	525,000	0	525,000	152,978	152,921	658	372,022	0	0
41 Miscellaneous Consultants	74,000	16,000	74,000	16,000	90,000	53,475	53,475	0	36,525	0	0
LEGAL & ADMINISTRATION											
42 Accountant	30,000	0	30,000	0	30,000	0	0	0	30,000	0	0
43 Development Management Fee	1,884,424	0	1,884,424	0	1,884,424	0	0	0	1,884,424	0	0

This is **Exhibit "O"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

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

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

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

**FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD (2015) INC.
and FERNBROOK HOMES (BROOKDALE) LIMITED**

Respondents

Court File No.: CV-17-585584-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**COMPUTERSHARE TRUST COMPANY OF CANADA
in its capacity as trustee under a trust indenture dated November 26, 2013**

Plaintiff

-and-

**FORTRESS BROOKDALE INC., BROOKDALE REALTY CORPORATION,
MADY AVENUE ROAD LTD., OLYMPIA TRUST COMPANY, FIRM CAPITAL MORTGAGE
FUND INC., QUINCY INVESTMENTS LIMITED, 969592 ONTARIO LIMITED, 969593
ONTARIO LIMITED, 2307271 ONTARIO INC., SASSO AUTO CONSULTING INC., ANGELO
GROSSI, DAVID MARK DOUBILET, GUS STAMATIOU, ROBERT DI MATTEO, TONINO
AMENDOLA, JAEKEL CAPITAL INC., BUILDING & DEVELOPMENT MORTGAGES
CANADA INC., FORTRESS AVENUE ROAD (2015) INC., JOHN DOE AND JOHN DOE INC.**

Defendants

ENDORSEMENT

Firm Capital Mortgage Fund Inc. ("**Firm Capital**") brought this application returnable today, seeking the appointment of RSM Canada Limited as Receiver over the property, assets and undertaking of the Respondents, which includes a development project referred to as the Brookdale on Avenue Road (the "**Project**"). The evidence in support of the application is set out in the Affidavit of Jonathan Mair sworn March 1, 2018 (the "**Mair Affidavit**") and includes the fact that the mortgage in favour of Firm Capital has matured and has not been repaid, and a demand for payment and notice of intention to enforce security has been issued with the notice period having expired.

The application for the appointment of the Receiver is supported by the Respondents, and RSM Canada Limited has consented to act as Receiver in accordance with the draft Order filed in the Application Record.

The Mair Affidavit refers to an issued Statement of Claim bearing court file no. CV-17-585584-00CL (the "**Claim**") brought by Computershare Trust Company of Canada ("**Computershare**") in its capacity as trustee under a trust indenture dated November 26, 2013 (the "**Trust Indenture**") against various parties, including Firm Capital, in connection with the Project. That Claim is annexed as Exhibit "O" to the Mair Affidavit. I am advised by counsel for Computershare that the Claim has not been served on Firm Capital or any of the other defendants in that proceeding.

The Mair Affidavit also refers to various construction liens registered against the Project subject to the Firm Capital mortgage. Construction of the Project has ceased.

As outlined in the Mair Affidavit, Firm Capital Corporation has issued a commitment letter to provide financing (on a syndicated basis) of the principal amount of \$67.1 million to assist with the completion of the Project. Upon becoming aware of the Claim, it advised that it would not proceed in advancing any new money, at least so long as the assertions made in respect of Firm Capital and its mortgage security remained outstanding and unresolved. The conditions to any advance could not be satisfied by the borrowers, so long as any challenge to Firm Capital's first priority mortgage existed.

The Mair Affidavit (and a subsequent email confirmation provided by Firm Capital to Computershare through counsel on March 6, 2018) (collectively, the "**Firm Capital Confirmation**") confirm that prior to Firm Capital's receipt of the letter and draft statement of claim referred to in paragraph 30 of the Mair Affidavit:

- (i) Neither Firm Capital Corporation nor Firm Capital had any knowledge of the assertions, allegations or claims set out in the Claim; and
- (ii) Neither Firm Capital Corporation nor Firm Capital had any notice of or knowledge of the Trust Indenture.

Firm Capital has also advised by email dated March 8, 2018 from its counsel to counsel for Computershare that, to the best of its knowledge, it has not given any indemnity to the other defendants named in the Claim, and that this can be deemed to form part of the Firm Capital Confirmation. In reliance upon the Firm Capital Confirmation, Computershare has agreed to a dismissal of the Claim against Firm Capital, with prejudice and without costs. An Order effecting that dismissal has been presented to the Court on consent of the parties described therein, and I am satisfied that it should go in the form annexed as Schedule "A" to this Endorsement.

I am advised by counsel for the Respondents that they have reached a settlement with Computershare on certain other issues in dispute, to permit continuation of the Project. Those parties have requested an adjournment of the receivership application to determine if such financing can be completed. Counsel for Firm Capital has advised that it is prepared to adjourn the hearing of the receivership application for a period not to exceed (30) calendar days, subject to the following terms:

- (i) all interest under Firm Capital's mortgage shall be kept current by the Respondents, together with all professional fees incurred by Firm Capital;
- (ii) the adjournment of this application and any discussions or negotiations that Firm Capital Corporation may engage in with the Respondents or others with respect to any potential new financing of the Project, and the payment of interest to Firm Capital in accordance with (i) above, shall be expressly without prejudice to all of Firm Capital's existing rights and remedies, which are expressly reserved.

These terms have been agreed to by the Respondents and by Computershare and, in my view, are reasonable.

The hearing of this receivership application shall be adjourned on consent of the parties to a date to be scheduled by counsel for the Applicant through the Commercial List office, subject to Court availability, within thirty (30) days.

Counsel for the Applicant will provide a copy of this Endorsement and the issued Order to the Service List in this proceeding.

A handwritten signature in black ink, appearing to be 'MEST', is located in the lower right quadrant of the page.

"Schedule A"

Court File No.: CV-17-585584-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

THE HONOURABLE) FRIDAY, THE 9TH
)
JUSTICE) DAY OF MARCH 2018

BETWEEN:

COMPUTERSHARE TRUST COMPANY OF CANADA
in its capacity as trustee under a trust indenture dated November 26, 2013

Plaintiff

-and-

FORTRESS BROOKDALE INC., BROOKDALE REALTY CORPORATION,
MADY AVENUE ROAD LTD., OLYMPIA TRUST COMPANY, FIRM CAPITAL MORTGAGE
FUND INC., QUINCY INVESTMENTS LIMITED, 969592 ONTARIO LIMITED, 969593 ONTARIO
LIMITED, 2307271 ONTARIO INC., SASSO AUTO CONSULTING INC., ANGELO GROSSI,
DAVID MARK DOUBILET, GUS STAMATIOU, ROBERT DI MATTEO, TONINO AMENDOLA,
JAEKEL CAPITAL INC., BUILDING & DEVELOPMENT MORTGAGES CANADA INC.,
FORTRESS AVENUE ROAD (2015) INC., JOHN DOE AND JOHN DOE INC.

Defendants

ORDER

ON READING the consent of the plaintiff and the defendants Fortress Brookdale Inc. Fortress Avenue Road (2015) Inc. (collectively the "**Fortress Defendants**"), and Firm Capital Mortgage Fund Inc. ("**Firm Capital**"), filed, and on being advised by the lawyers for the plaintiff that: (i) neither Firm Capital nor any other defendants have been served with the statement of claim, and (ii) the plaintiff has all necessary authority to seek this order on behalf of all beneficiaries under a trust indenture dated November 26, 2013, of which it acts as trustee, and to irrevocably bind those parties,

AND in accordance with the terms of a written Endorsement issued by this Court in a proceeding bearing court file no. CV-18-593097-00CL in connection with the relief sought herein,

1. **THIS COURT ORDERS** that all claims made in the statement of claim issued in this action against Firm Capital are dismissed, with prejudice, and without costs.

2. **THIS COURT FURTHER ORDERS** that the dismissal in paragraph 1 above, also precludes the plaintiff from pursuing claims against the other defendants, to the extent that those defendants have, at law or in equity, a claim over against Firm Capital for contribution or indemnity due to the allegations in the statement of claim.

COMPUTERSHARE TRUST COMPANY OF
CANADA in its capacity as trustee under a trust
indenture dated November 26, 2013

- and -

FORTRESS BROOKDALE INC., ET AL.

Plaintiff/Applicant

Defendants/Respondents

Court File No.: CV-17-585584-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

PROCEEDING COMMENCED AT TORONTO

ORDER

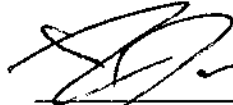
ROBINS APPLEBY LLP
Barristers + Solicitors
2600 - 120 Adelaide Street West
Toronto, ON M5H 1T1

David Taub LSUC No.: 33518M
dtaub@roabpp.com
Tel: (416) 360-3354

Lawyers for the Defendants, Fortress Brookdale Inc.
and Fortress Avenue Road (2015) Inc.

This is **Exhibit "P"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.

Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.



A Commissioner for taking Affidavits, etc.



**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

THE HONOURABLE *me*)
JUSTICE *T. McEwen*)

FRIDAY, THE 9TH

DAY OF MARCH 2018

BETWEEN:

COMPUTERSHARE TRUST COMPANY OF CANADA
in its capacity as trustee under a trust indenture dated November 26, 2013

Plaintiff

-and-

FORTRESS BROOKDALE INC., BROOKDALE REALTY CORPORATION,
MADY AVENUE ROAD LTD., OLYMPIA TRUST COMPANY, FIRM CAPITAL MORTGAGE
FUND INC., QUINCY INVESTMENTS LIMITED, 969592 ONTARIO LIMITED, 969593 ONTARIO
LIMITED, 2307271 ONTARIO INC., SASSO AUTO CONSULTING INC., ANGELO GROSSI,
DAVID MARK DOUBILET, GUS STAMATIOU, ROBERT DI MATTEO, TONINO AMENDOLA,
JAEKEL CAPITAL INC., BUILDING & DEVELOPMENT MORTGAGES CANADA INC.,
FORTRESS AVENUE ROAD (2015) INC., JOHN DOE AND JOHN DOE INC.

Defendants

ORDER

ON READING the consent of the plaintiff and the defendants Fortress Brookdale Inc. Fortress Avenue Road (2015) Inc. (collectively the "**Fortress Defendants**"), and Firm Capital Mortgage Fund Inc. ("**Firm Capital**"), filed, and on being advised by the lawyers for the plaintiff that: (i) neither Firm Capital nor any other defendants have been served with the statement of claim, and (ii) the plaintiff has all necessary authority to seek this order on behalf of all beneficiaries under a trust indenture dated November 26, 2013, of which it acts as trustee, and to irrevocably bind those parties,

AND in accordance with the terms of a written Endorsement issued by this Court in a proceeding bearing court file no. CV-18-593097-00CL in connection with the relief sought herein,

1. **THIS COURT ORDERS** that all claims made in the statement of claim issued in this action against Firm Capital are dismissed, with prejudice, and without costs.

2. **THIS COURT FURTHER ORDERS** that the dismissal in paragraph 1 above, also precludes the plaintiff from pursuing claims against the other defendants, to the extent that those defendants have, at law or in equity, a claim over against Firm Capital for contribution or indemnity due to the allegations in the statement of claim.



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

MAR 09 2018

PER / PAR:

NB

COMPUTERSHARE TRUST COMPANY OF
CANADA in its capacity as trustee under a trust
indenture dated November 26, 2013

- and- FORTRESS BROOKDALE INC., ET AL.

Plaintiff/Applicant

Defendants/Respondents

Court File No.: CV-17-585584-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

PROCEEDING COMMENCED AT TORONTO

ORDER

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

David Taub LSUC No.: 33518M
dtaub@roabpp.com
Tel: (416) 360-3354

Lawyers for the Defendants, Fortress Brookdale Inc.
and Fortress Avenue Road (2015) Inc.

This is **Exhibit "Q"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.



25 Brodie Drive, Unit 8, Richmond Hill, Ontario L4B 3K7 ~ Tel 905-508-4828
Administrator License # 12304

February 22, 2018

NOTICE TO LENDERS

Re: Your loan in a Syndicated Mortgage Loan administered by Building & Development Mortgages Canada Inc.

We are writing to inform you that, in consultation with and on the approval of the Financial Services Commission of Ontario (“FSCO”), Building & Development Mortgages Canada Inc. (“BDMC”) has engaged FAAN Mortgage Administrators Inc. (“FAAN Mortgage” or the “Manager”) to assume responsibility for the management of all BDMC’s mortgage administration duties in connection with syndicated mortgage loans, including the syndicated mortgage loan lent by you. The engagement is part of a settlement between BDMC and FSCO relating to the regulation of syndicated mortgage loans for real estate development projects involving Fortress Real Developments Inc. (Fortress Real Developments Inc. is not a mortgage broker or administrator and is not party to the settlement.)

FAAN Mortgage will be managing BDMC’s administration duties in respect of all the syndicated mortgage loans listed in schedule “A”. The administration duties to be managed by FAAN Mortgage include (i) remitting and collecting funds to and from borrowers; (ii) remitting payments to lenders; (iii) reviewing and communicating with lenders regarding any borrower requests for an extension to the dates established in the syndicated mortgage loan, including completion dates and payment dates; (iv) reviewing and communicating with lenders regarding any borrower requests for a subordination of a syndicated mortgage loan to construction lien financing; and, (v) if necessary, taking enforcement action where a syndicated mortgage loan is in default. Notwithstanding this, you will continue to deal with BDMC’s employees, with FAAN Mortgage’s oversight.

FAAN Mortgage is a licensed mortgage administrator under Ontario’s *Mortgage Brokerages, Lenders, and Administrators Act, 2006*, Licence # 12995. As noted earlier, FAAN Mortgage is an affiliate of FAAN Advisors Group Inc., a company consisting of seasoned finance professionals who take an active role in the operation and management of businesses.

BDMC’s website related to mortgage administration functions will continue to operate under the oversight of FAAN Mortgage. You may continue to access the BDMC website at www.bdmc.ca or via www.faanmortgageadmin.com. The BDMC website will be updated periodically and we recommend that you check the website frequently. In due course, the BDMC website will also have a link that will permit you to log in and access specific updates and review documents pertaining to the syndicated mortgage loan that is the subject of your loan and the related development project.

We request that each lender send an email to info@faanmortgageadmin.com to confirm your current email address. We will then contact you at this email address to ask you to confirm that the following information (as sourced from currently available records) is correct: (i) your full name, as it appears on your lender documents, (ii) your preferred mailing address, (iii) your preferred email address, (iv) the name of the development project that you lent to and the amount of your loan. (If you do not have access to email, please contact us at the toll-free telephone number below to make alternative arrangements for the exchange of information.) Once we verify your information, in due course the Manager will provide you with a unique username and password which will also permit you to review documents related to your loan.

Should you have any questions, please do not hesitate to contact us at the following email address and telephone number:

Email:	Info@FAANMortgageAdmin.com
Local Telephone Number:	416-606-3338
Toll-Free Telephone Number:	1-833-495-3338

Yours truly,

Building & Development Mortgages Canada Inc.

FAAN Mortgage Administrators Inc.

By FAAN Mortgage Administrators Inc.

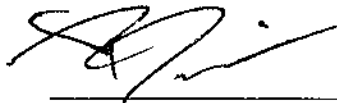
Schedule A

PROJECT NAME	BORROWER NAME	PROJECT ADDRESS	INSTRUMENT #
189 Dundas	189 Dundas Street West Inc.	189 Dundas St W, Mississauga, ON	TBA
6th and Tenth	Bel Calgary Inc.	633-10th Ave SW, Calgary, AB	121018624
Bauhaus	Lamb Bauhaus Inc.	284 King Street E, Toronto, ON	AT4485812
Bowmanville	Brookhill Holdings Inc.	299 Nash Road & 2538, 2494 Regional Road 57; Clarington, ON	DR1567425
Bradford Bond Head	Sunrise Acquisitions (Bond Head) Inc.	2875 Highway 27, Township of West Gwillimbury, ON	SC1317936
Braestone	Braestone Development Corporation	3009 Line 8 North, Moonstone, ON	SC1039835
Brookdale	Fortress Brookdale Inc.	375 & 377 Fairlawn Ave, 1678-1704 Avenue Rd, 412 Brookdale Ave, Toronto, ON	AT3955352
Brookdale	Fortress Brookdale Inc.	375 & 377 Fairlawn Ave, 1678-1704 Avenue Rd, 412 Brookdale Ave, Toronto, ON	AT4707175
Capital Pointe	Westgate Properties Ltd.	1971 Albert St, Regina, SK	167756406
Capital Pointe	Westgate Properties Ltd.	1971 Albert St, Regina, SK	176395753
Capital Pointe	Westgate Properties Ltd.	1971 Albert St, Regina, SK	179467431
Castlemore	Emerald Castle Developments Inc.	10431 Gore Road, Brampton, ON	PR2635749
Charlotte Adelaide Tower	Fortress Charlotte 2014 Inc.	477 Richmond St W, Toronto, ON	AT3859052
Charlotte Adelaide Tower	Fortress Charlotte 2014 Inc.	353 Adelaide Street W, Toronto, ON	AT3909299
Collier Center	Fortress Collier Centre Ltd.	55 Mulcaster St, Barrie, ON	SC1272624
Collier Center	Fortress Collier Centre Ltd.	55 Mulcaster St, Barrie, ON	SC1268591
Crestview Commons	Carlyle Communities (Crestview) Inc.	1640 Crestview Ave, Mississauga, ON	PR2477314
Eden	2309918 Ontario Inc.	230, 230A, 240, 250 Dew St, King City, ON	YR1797496
Estates of Nobleton	Nobleton South Holdings Inc.	92 Diana Dr, Nobleton, ON	YR2294060
Glens of Halton Hills	2301132 Ontario Inc. & 2309840 Ontario Inc.	13758 & 13764 Hwy 7, 22 & 24 Dayfoot Dr, 8 Lindsay Ct, Georgetown, ON	HR1077542
Glens of Halton Hills	2301132 Ontario Inc. & 2309840 Ontario Inc.	13758 & 13764 Hwy 7, 22 & 24 Dayfoot Dr, 8 Lindsay Ct, Georgetown, ON	HR1330352

PROJECT NAME	BORROWER NAME	PROJECT ADDRESS	INSTRUMENT #
Glens of Halton Hills	2301132 Ontario Inc. & 2309840 Ontario Inc.	13758 & 13764 Hwy 7, 22 & 24 Dayfoot Dr, 8 Lindsay Ct, Georgetown, ON	HR1513969
Highlands of York Region	South West Queensville Holdings Inc.	19935, 19851, 19879 2nd Concession Queensville, ON	YR2548949
Humberstone	Worthington Homes (Humberstone) Inc.	3 Halton Hills Dr, Halton Hills, ON	HR1359683
Jasper House	Bel-Edmonton Inc.	10160/68 106th St NW, Edmonton, AB	142211533
King Square	King Square Ltd.	9390 Woodbine Ave, Markham, ON	YR2161437
Kingridge Square	Kingridge Development Corporation	235 Speers Rd, Oakville, ON	HR1151113
Lake & East	Symgine (LakeEast) Inc.	2266 Lakeshore Rd W & 83 East St, Oakville, ON	HR1269101
Mississauga Meadows 1	Fortress Lakeshore 2017 Inc	1041 Lakeshore Ave E, Mississauga, ON	PR2438008
Mississauga Meadows 2	Dunsire (1407 Lakeshore) Inc.	1407 Lakeshore Lakeshore Ave E, Mississauga, ON	PR2437991
Nobleton North	Nobleton North Holding Inc.	13735 Hwy 27, Nobleton, ON	YR2144079
North	Lamb Edmonton Corp.	10305/21 106th St NW, Edmonton, AB	143223598
Old Market Lane	Old Market Lane Inc.	177, 185, 197 Woodbridge Ave, Woodbridge, ON	YR2083558
Old Market Lane	Old Market Lane Inc.	177, 185, 197 Woodbridge Ave, Woodbridge, ON	YR2578049
Old Market Lane	Old Market Lane Inc.	177, 185, 197 Woodbridge Ave, Woodbridge, ON	TBA
Old Market Lane	Old Market Lane Inc.	177, 185, 197 Woodbridge Ave, Woodbridge, ON	YR1763318
Peter Richmond Land Assembly	Fortress Carlyle Peter St. Inc.	477 Richmond St W, Toronto, ON	AT3677465
Peter Richmond Land Assembly	Fortress Carlyle Peter St. Inc.	122, 124, 126, 128 Peter St, Toronto, ON	AT3810897
Pivot	Averton (Rutherford) Inc.	1304 Rutherford Rd SW, Edmonton, AB	142239631
Prescott	Averton Homes (Prescott) Inc.	32 Residential lots in Spruce Grove, AB	142295420
QEWN – Oakville East	Kingridge (Oakville East) Inc.	1670 North Service Rd, Oakville, ON	HR1321102
SkyCity Winnipeg	6566074 Manitoba Ltd.	245 Graham Ave, Winnipeg, MB	4401262/1
SkyCity Winnipeg	6566074 Manitoba Ltd.	245 Graham Ave, Winnipeg, MB	4652833/1
SkyCity Winnipeg	6566074 Manitoba Ltd.	245 Graham Ave, Winnipeg, MB	4757821/1

PROJECT NAME	BORROWER NAME	PROJECT ADDRESS	INSTRUMENT #
SkyCity Winnipeg	6566074 Manitoba Ltd.	245 Graham Ave, Winnipeg, MB	4652832/1
Solterra	2382917 Ontario Inc.	1023 Victoria Rd, Guelph, ON	WC439338
The Greenwood	1177 Danforth Avenue Ltd.	1177 Danforth Ave, Toronto, ON	AT3758743
The Harlowe	The Harlowe Inc.	604-618 Richmond St W, Toronto, ON	AT3428381
The James	L Richmond Corp.	452-458 Richmond St W, Toronto, ON	AT4379343
The Kemp	Fortress Kempenfeltbay Developments Inc.	51, 53, 55, & 75 Bradford St, Barrie, ON (Actual Site: 18 Lakeshore Dr)	SC983678
The Orchard	Lamb Calgary Inc.	602, 606, 610, 620, 624, 626, 628 12th Ave SE, Calgary, AB	141112373
The Orchard	Lamb Calgary Inc.	602, 606, 610, 620, 624, 626, 628 12th Ave SE, Calgary, AB	161293854
The South Shore	2221563 Ontario Inc.	230-240 Cameron Cres, Keswick, ON	YR2242948
The South Shore	2221563 Ontario Inc.	230-240 Cameron Cres, Keswick, ON	YR1607456
The South Shore	2221563 Ontario Inc.	230-240 Cameron Cres, Keswick, ON	YR2510956
The Wade	Amadon-Westwater Projects Ltd.	1105 Pandora Ave, 1110 Johnson St, 1120 Johnson St, Victoria, BC	1452703872
The Wade	Amadon-Westwater Projects Ltd.	1105 Pandora Ave, 1110 Johnson St, 1120 Johnson St, Victoria, BC	CA5534026
Treehouse	Halo Townhomes Inc.	2535 Gerrard St E, Scarborough, ON	AT3599741
Triple Creek	Fortress Triple Creek Inc.	South of Hwy 8, Range Rd 40, Rocky View County, AB	131006083
Union Waterfront	Union Waterfront Inc.	1 Hogans Alley, 11 Main St, 12 Lakeport Rd, 16 Lock St, 20 Lock St, 22A Lock St, St. Catharines, ON	NR432900
Union Waterfront	Union Waterfront Inc.	16, 20, 22A, 22 Lock St, 12 Lakeport Rd, 1 Hogan's Alley & 11 Main St, St. Catherines, ON	NR295330
Union Waterfront	2283020 Ontario Inc.	12, 14, 18, 28, 38 Lakeport St, St. Catharines, ON	NR346800
Wellington House	Wellington House Inc.	422-424 Wellington St W, Toronto, ON	AT4333932
Whitby Commercial Park	Thickson Road 407, Whitby Limited	5360, 5400, 5675 Thickson Rd N, Whitby, ON	DR1277483
White Cedar Estates	Dunsire (Landsown) Inc.	24, 26, 28 & 32 Lansdown Dr, Guelph, ON	WC394834

This is **Exhibit "R"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

**Listing of Actions
in Respect of the Outstanding Construction Liens**

1. *Aluma Systems Inc. and Fortress Brookdale Inc., et al*, Court File No. CV-18-00602623-0000
2. *Atlas Dewatering Corporation and Fortress Brookdale Inc., et al*, Court File No. CV-18-594235
3. *Concrane Equipment Inc. and Summit Forming Ltd., et al*, Court File No. CV-18-602267
4. *Dircam Electric Limited and Fortress Brookdale Inc., et al*, Court File No. CV-18-595506
5. *Gilbert Steel Limited and Fortress Brookdale Inc., et al*, Court File No. CV-18-595231
6. *Global Precast Inc. and Fortress Brookdale Inc., et al*, Court File No. CV-18-596687
7. *Innocon, a partnership of Lafarge Canada Inc., Lehigh Hanson Materials Limited and Innocon Inc. and Fortress Brookdale Inc., et al*, Court File No. CV-18-593304
8. *Summit Concrete & Drain Ltd. and Fortress Brookdale Inc., et al*, Court File No. CV-18-596262
9. *Summit Forming Ltd. and Fortress Brookdale Inc., et al*, Court File No. CV-18-596313
10. *The Fence People Limited and Fortress Brookdale Inc., et al*, Court File No. CV-18-595707

This is **Exhibit "S"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Leanne M. Williams
T: 416-304-0060
E: lwilliams@tgf.ca
File No. 1440-008

January 24, 2018

VIA REGISTERED MAIL AND EMAIL

Fortress Brookdale Inc.
25 Brodie Drive, Unit 1
Richmond Hill, ON L4B 3K7

**Attention: Vince Petrozza,
Officer & Director**

Dear Sirs:

Re: Indebtedness of Fortress Brookdale Inc. ("FBI"), Fortress Avenue Road (2015) Inc. and Fernbrook Homes (Brookdale) Limited (collectively, the "Borrowers") to Firm Capital Mortgage Fund Inc. ("FCM")

We are the lawyers for FCM with respect to the above captioned matter.

We refer to the Mortgage Loan Commitment executed by the Borrowers in favour of FCM dated April 17, 2017 (the "**Mortgage Commitment**"), in the principal amount of \$18,500,000, plus costs and interest at a rate equal to the greater of: (i) 12.00% per annum, or (ii) the "prime rate" (as defined in the Charge) plus 5.00% per annum (the "**Interest Rate**"). We also refer to the Charge/Mortgage granted by FBI in favour of FCM as security for the Mortgage Commitment and registered on title to the properties municipally known as 1678-1704 Avenue Road, 375-377 Fairlawn Avenue and 412-416 Brookdale Avenue, Toronto in the principal amount of \$18,500,000 registered on June 7, 2017 as Instrument No. AT4591073 (the "**Charge**").

As at January 22, 2018, the Borrowers are indebted to FCM in the amount of CAD \$19,072,007.85 plus accruing interest and costs (the "**Indebtedness**"), with respect to the Charge, which amount is comprised of the following:

Principal balance owing (as of January 22, 2018)	\$18,211,721.00
Accrued Interest (to January 22, 2018)	\$184,917.98
Automatic Renewal Fee	\$36,432.44
Interest as at January 1, 2018 as per section 17 of Charge	\$546,351.63
Default proceedings fee	\$750.00
Statement fee	\$150.00
Accrued legal fees	<u>\$91,693.80</u>
TOTAL	\$19,072,007.85

Pursuant to the terms of the Mortgage Commitment and the Charge, the commitment was automatically renewed on December 1, 2017 for one month at the interest rate noted herein and all amounts outstanding thereunder are now due and payable.

On behalf of FCM, we hereby demand payment from you of the Indebtedness, namely the sum of CAD \$19,072,007.85, together with accruing interest and costs (including legal costs on a full indemnity basis).

Please note that this amount will continue to accrue at the Interest Rate, being 12.0% per annum (as at January 22, 2018) (CAD \$5,987.41 per diem), and costs will continue to be incurred by FCM, for which you will be responsible, until payment of all the Indebtedness is received by either certified cheque or bank draft payable to "**Firm Capital Corporation – Trust**" at the following address:

FIRM CAPITAL CORPORATION – TRUST
163 Cartwright Avenue
Toronto, Ontario M6A 1V5

Attention: Victoria Granovski
Director, Mortgage Administration & Servicing

If full payment, as set forth above, is not received by 1:00 PM on February 9, 2018, FCM will take whatever steps it deems appropriate to seek repayment of the Indebtedness.

We also enclose herewith a Notice of Intention to Enforce Security delivered to you in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you consent to FCM enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return the executed original to the undersigned forthwith.

Yours truly,
Thornton Grout Finnigan LLP



Leanne M. Williams

Encl.

cc: Fortress Real Developments Inc. (as guarantor)
Cityzen Development (2005) Corporation (as guarantor)
Vincenzo Petrozza (as guarantor)
Jawad Rathore (as guarantor)

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

**TO: FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD (2015) INC. and
FERNBROOK HOMES (BROOKDALE) LIMITED** (collectively, the “Debtors”)

Take notice that:

1. Firm Capital Mortgage Fund Inc. (the “**Creditor**”), a secured creditor, intends to enforce its security on the property of the Debtors described below:

- (a) all property, assets and undertaking of the insolvent person, now owned or hereafter acquired, wheresoever located.; and
- (b) all proceeds of the foregoing collateral, as applicable.

2. The security that is to be enforced is in the form of a:

- (a) Charge/Mortgage in the principal amount of \$18,500,000 registered on June 7, 2017 as Instrument No. AT4591073 on title to the properties municipally known as 1678-1704 Avenue Road, 375-377 Fairlawn Avenue and 412-416 Brookdale Avenue, Toronto (the “**Charge**”);
- (b) General security agreement;
- (c) Assignment of Rents;
- (d) Assignment and Pledge of Securities;
- (e) Assignment of Rights under Agreements of Purchase and Sale; and
- (f) Assignment of Material Agreement.

(collectively, the “**Security**”).

3. The total amount of the indebtedness secured by the Security is, as at January 22, 2018, CAD \$19,072,007.85, plus accruing interest at a rate equal to the greater of (i) 12.00% per annum, or (ii) the “prime rate” (as defined in the Charge) plus 5.00% per annum (CAD \$5,987.41 per diem) and costs incurred by or charged to the Creditor.

4. The Creditor will not have the right to enforce the Security until the expiry of the 15-day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

Dated at Toronto this 24th day of January, 2018.

**FIRM CAPITAL MORTGAGE FUND INC.,
by its solicitors herein, Thornton Grout Finnigan LLP**

Per:



Leanne M. Williams

File No. 1440-008

Thornton Grout Finnigan LLP

100 Wellington St. West, Suite 3200

TD West Tower

Toronto-Dominion Centre

Toronto ON M5K 1K7

CONSENT

TO: FIRM CAPITAL MORTGAGE FUND INC. (the "Creditor")
FROM: FORTRESS BROOKDALE INC. ("FBI"), FORTRESS AVENUE ROAD (2015) INC. and FERNBROOK HOMES (BROOKDALE) LIMITED (the "Debtors")

The Debtors acknowledge receipt of a Notice of Intention to Enforce Security delivered by the Creditor.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Debtors hereby consent to the immediate enforcement by the Creditor of the security held by it from the Debtors, including without limitation, certain Charges granted by FBI in favour of the Creditor and registered on title to the properties municipally known as 1678-1704 Avenue Road, 375-377 Fairlawn Avenue and 412-416 Brookdale Avenue, Toronto, and for the same consideration waives completely all rights to any delay by or any further notice from the Creditor with respect to the enforcement of the Creditor's security and the exercise of the other remedies of the Creditor against the Debtors.

SIGNED AND DATED UNDER SEAL at _____ this ____ day of _____, 2018.

FORTRESS BROOKDALE INC.

Per: _____ c/s
Name:
Title:

I have the authority to bind the company.

FORTRESS AVENUE ROAD (2015) INC.

Per: _____ c/s
Name:
Title:

I have the authority to bind the company.

FERNBROOK HOMES (BROOKDALE) LIMITED

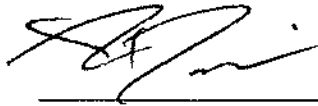
Per: _____ c/s

Name:

Title:

I have the authority to bind the company.

This is **Exhibit "T"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

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

FIRM CAPITAL MORTGAGE FUND INC.

- and -

Applicant

FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD (2015) INC. and FERNBROOK HOMES (BROOKDALE) LIMITED

Respondents

Case File No. CV-18-593097-00CL

MAR 07/18

21 March 18 See course (

1st attached

and shall be as per draft filed & signed and as per the attached typed endorsement

Walter shall return on Apr 9/18 for 30 mins.

McEust

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

APPLICATION RECORD

THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, Ontario M5K 1K7
Fax: (416) 304-1313

D.J. Miller (LSUC# 34393P)
Tel: (416) 304-0559 / Email: djmillier@tqf.ca

Leanne M. Williams (LSUC# 41877E)
Tel: (416) 304-0060 / Email: lwilliams@tqf.ca

Puya Fesharaki (LSUC #70588L)
Tel: (416) 304-7979 / Email: pfesharaki@tqf.ca

Lawyers for the Applicant, Firm Capital Mortgage Fund Inc.



ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD (2015) INC.
and FERNBROOK HOMES (BROOKDALE) LIMITED

Respondents

ENDORSEMENT

Firm Capital Mortgage Fund Inc. ("**Firm Capital**") brought an application originally returnable March 9, 2018, seeking the appointment of RSM Canada Limited as Receiver over the property, assets and undertaking of the Respondents, which includes a development project referred to as the Brookdale on Avenue Road (the "**Project**"). The receivership application was adjourned for 30 days to April 9, 2018 on the consent of all parties, for the purpose of determining whether the conditions relating to a potential financing could be satisfied, to allow the Project to proceed. The terms of the adjournment were set out in my written Endorsement dated March 9, 2018.

While progress has been made, the conditions relating to the potential financing have not been satisfied, and the parties have requested a further adjournment of the receivership application to determine if such financing can be completed. Counsel for Firm Capital has advised that it is prepared to adjourn the hearing of the receivership application to April 23, 2018, subject to the following terms:

- (i) all interest under Firm Capital's mortgage shall be kept current by the Respondents, together with all professional fees incurred by Firm Capital;
- (ii) the adjournment of this application and any discussions or negotiations that Firm Capital Corporation may engage in with the Respondents or others with respect to any potential new financing of the Project, and the payment of interest to Firm Capital in accordance with (i) above, shall be expressly without prejudice to all of Firm Capital's existing rights and remedies,

which are expressly reserved.

These terms have been agreed to by the parties, and are hereby confirmed. The hearing of this receivership application shall be adjourned on consent of the parties to April 23, 2018.

Counsel for the Applicant will provide a copy of this Endorsement to the Service List in this proceeding.

April 9, 2018



A handwritten signature in blue ink, appearing to read "McE...". The signature is written above a horizontal line.

COUNSEL SLIP

COURT FILE NO CV-18-593097-00CL

DATE 20 April 2018

NO ON LIST 9

TITLE OF PROCEEDING Firm Capital v Fostren Bookdate

COUNSEL FOR:

PLAINTIFF(S)
APPLICANT(S)
PETITIONER(S)

D.J. Miller
- for the Applicant

PHONE & FAX NOS

(416) 304-0559
(416) 304-1313

COUNSEL FOR:

DEFENDANT(S)
RESPONDENT(S)

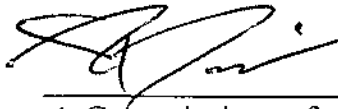
PHONE & FAX NOS

20 Apr 18

Parties have agreed to hold the Receivership Application in abeyance. Parties will advise as to whether a hearing date will later be required. The April 23/18 hearing date is adj.

McEint

This is Exhibit "U", referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adem Stuart Drfedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

NOTICE OF SALE UNDER CHARGE/MORTGAGE OF LAND

TO: ALL PARTIES AS SET OUT ON SCHEDULE "A" ATTACHED

TAKE NOTICE that default has been made in payment of the moneys due under a certain mortgage dated the 7th day of June, 2017, made between:

FORTRESS BROOKDALE INC.
as Chargor

-and-

FIRM CAPITAL MORTGAGE FUND INC.
as Chargee

on the security of the lands and premises legally described as follows:

Firstly: PIN: 10189-0865 (LT), being Lots 33 and 34, Plan 2371, Part of Lots 42A and Lot 43A, Plan 2247, designated as Part 1 on Plan 66R29204; t/w an easement over Part 3 on Plan 66R29204 as in AT4379990, s/t an easement as in AT4660181 and s/t an easement as in AT4753130, City of Toronto

Secondly: PIN: 10189-0866 (LT), being Lot 32, Plan 2371, Township of York, designated as Part 2 on Plan 66R29204, s/t an easement as in AT4660181 and s/t an easement as in AT4753130, City of Toronto

and municipally known as 1678-1704 Avenue Road, Toronto, Ontario, 375-377 Fairlawn Avenue, Toronto, Ontario and 412-416 Brookdale Avenue, Toronto, Ontario, and which mortgage was registered electronically on the 7th day of June, 2017, in the Land Registry Office for the Land Titles Division of Toronto (No. 66) as No. AT4591073.

AND we hereby give you notice that the amount now due on the mortgage for principal money, interest, fees and costs, respectively, are as follows:

\$18,211,721.00	for principal as at April 18, 2018
\$ 332,562.59	for interest as at April 18, 2018
\$ 12,193.50	for two days per diem interest as at April 20, 2018
\$ 36,423.44	for automatic renewal fees
\$ 1,500.00	for default and administration fee (December 2017 to April 2018)
\$ 2,300.00	for fees in connection with issuance of statement of claim, review administration fee, notice of sale fee and statement fee (December 2017 to April 2018)
\$ 546,351.63	for interest pursuant to Section 17 of the Mortgages Act, Ontario
\$ 1,500.00	for fees and costs in connection with the issuance of Notice of Intention to Enforce Security, Notice of Intent to Realize on Security and Notice re: Personal Property Security Act.
\$ 4,500.00	for legal fees, disbursements and costs in connection with the service of this notice only (and thereafter such further legal fees, disbursements and costs will be charged as may be proper)
\$ 22,805.69	for outstanding Invoice #113685 of Owens Wright LLP

\$	29,900.00	for additional legal fees and disbursements of Owens Wright LLP
\$	11,628.77	for outstanding legal fees and disbursements of Meyer, Wassenaar & Banach LLP
\$	166,804.67	for outstanding legal fees and disbursements of Thornton Grout Finnigan LLP
\$	\$16,950.00	for outstanding fees of RSM Canada Limited
\$	<u>19,397,141.29</u>	TOTAL OUTSTANDING

together with interest at the rate of the greater of **12.00%** per annum, or The Toronto-Dominion Bank prime rate plus **5.00%** per annum and adjusted daily, calculated monthly, not in advance, on the principal and interest hereinbefore mentioned, from the 20th day of April, 2018, to the date of payment.

For the purposes hereof, "**prime rate**" shall mean the annual rate of interest charged from time to time by the Main Branch in Toronto of **The Toronto-Dominion Bank** (the "**Bank**") for demand loans in Canadian dollars to its most creditworthy commercial borrowers. In the event that at any time the Bank has in effect more than one such prime rate, then the highest rate shall be used. Should the Bank, during the term hereof, abolish or abandon the practice of publishing or issuing a prime rate, then the prime rate used for the balance of the term of this Charge shall be that rate then in effect at the Bank which most effectively meets with initial definition of prime rate.

AND unless the said sums are paid on or before the 31st day of May, 2018, the undersigned shall sell the property covered by the Charge/Mortgage under the provisions contained in it. This Notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED the 20th day of April, 2018

FIRM CAPITAL MORTGAGE FUND INC.
by its Solicitors, OWENS WRIGHT LLP

Per:



RANDY LEBOW

OWENS WRIGHT LLP
20 Holly Street, Suite 300
Toronto, Ontario, M4S 3B1

SCHEDULE "A"

FORTRESS BROOKDALE INC.
25 Brodie Drive, Unit 1
Richmond Hill, ON L4B 3K7

Attention: Vince Petrozza and Sam Crignano

FORTRESS BROOKDALE INC.
c/o Robins Appleby LLP
2600-120 Adelaide Street W.
Toronto, ON M5H 1T1

Attention: John Fox

FORTRESS BROOKDALE INC.
c/o Goldman, Springs, Kichler & Sanders LLP
700-40 Sheppard Avenue West
Toronto, ON M2M 6K9

Attention: Ari Reichman

FORTRESS AVENUE ROAD (2015) INC.
25 Brodie Drive, Unit 1
Richmond Hill, ON L4B 3K7

Attention: Vince Petrozza

FORTRESS AVENUE ROAD (2015) INC.
c/o Robins Appleby LLP
2600-120 Adelaide Street W.
Toronto, ON M5H 1T1

Attention: John Fox

FERNBROOK HOMES (BROOKDALE) LIMITED
2020 Highway #7 West, Unit 5
Concord, ON L4K 1W7

Attention: Danny Salvatore

FERNBROOK HOMES (BROOKDALE) LIMITED
c/o Goldman, Springs, Kichler & Sanders LLP
700-40 Sheppard Avenue West
Toronto, ON M2M 6K9

Attention: Ari Reichman

FORTRESS REAL DEVELOPMENTS INC.
25 Brodie Drive, Unit 1
Richmond Hill, ON L4B 3K7

Attention: Vince Petrozza

CITYZEN DEVELOPMENT (2005) CORPORATION
56 The Esplanade, Suite 301
Toronto, ON M5E 1A7

Attention: Sam Crignano

CITYZEN DEVELOPMENT (2005) CORPORATION
 56 The Esplanade, Suite 308
 Toronto, ON M5E 1A7

Attention: Sam Crignano

VINCENZO PETROZZA
 a.k.a. Vince Petrozza
 471 Sunset Beach Road
 Richmond Hill, ON L4E 3J3

JAWAD RATHORE
 2 Scandia Court
 Unionville, ON L6C 1G6

JAEKEL CAPITAL INC. re: Charge/Mortgage AT3894769
 10376 Yonge Street, Suite 203
 Richmond Hill, ON L4C 3B8

JAEKEL CAPITAL INC.
 c/o Peddle & Pollard LLP
 102-15449 Yonge Street
 Aurora, ON L4G 1P3

BUILDING & DEVELOPMENT MORTGAGES CANADA INC., IN TRUST
 re: Charge/Mortgage AT3855352
 25 Brodie Drive, Unit 8
 Richmond Hill, ON L4B 3K7

Attention: Ildina Galati-Ferrante

BUILDING & DEVELOPMENT MORTGAGES CANADA INC., IN TRUST
 re: Charge/Mortgage AT3855352
 c/o Fogler, Rubinoff LLP
 TD Centre
 3000-77 King Street West
 P. O. Box 95
 Toronto, ON M5K 1G8

BUILDING & DEVELOPMENT MORTGAGES CANADA INC., IN TRUST
 re: Charge/Mortgage AT3855352
 c/o FAAN Mortgage Administrator Inc.
 920-20 Adelaide Street East
 Toronto, ON M5C 2T6

OLYMPIA TRUST COMPANY re: Charge/Mortgage AT3855352
 125-9th Avenue SE, Suite 2200
 Calgary, AL T2G 0P6

Attention: Johnny Luong

OLYMPIA TRUST COMPANY re: Charge/Mortgage AT3855352
 c/o Fogler, Rubinoff LLP
 TD Centre
 3000-77 King Street West
 P. O. Box 95
 Toronto, ON M5K 1G8

ALL PARTIES SET OUT IN APPENDIX "I" ATTACHED HERETO
re: Charge/Mortgage AT3855352
c/o Building & Development Mortgages Canada Inc., in Trust
25 Brodie Drive, Unit 8
Richmond Hill, ON L4B 3K7

Attention: Ildina Galati-Ferrante

ALL PARTIES SET OUT IN APPENDIX "II" ATTACHED HERETO
re: Charge/Mortgage AT3955352
c/o Olympia Trust Company
125-9th Avenue SE, Suite 2200
Calgary, AL T2G 0P6

Attention: Johnny Luong

QUINCY INVESTMENTS LIMITED re: Charge/Mortgage AT4065378
31 Densley Avenue
Toronto, ON M6M 2P5

Attention: John Gagliano

969592 ONTARIO LIMITED re: Charge/Mortgage AT4065378
31 Densley Avenue
Toronto, ON M6M 2P5

Attention: John Gagliano

969593 ONTARIO LIMITED re: Charge/Mortgage AT4065378
31 Densley Avenue
Toronto, ON M6M 2P5

Attention: Joe Gagliano

2307271 ONTARIO INC. re: Charge/Mortgage AT4065378
40 Hazelridge Court
Kleinburg, ON L0J 1C0

Attention: Philip Vetesse

SASSO AUTO CONSULTING INC. re: Charge/Mortgage AT4065378
185 Bishop Avenue
Toronto, ON M2M 1Z7

Attention: Frank Sasso

ANGELO GROSSI re: Charge/Mortgage AT4065378
36 Pebblelane Court
Richmond Hill, ON L4C 6X2

DAVID MARK DOUBILET re: Charge/Mortgage AT4065378
70 Heath Street East
Toronto, ON M4T 1S3

GUS STAMATIOU re: Charge/Mortgage AT4065378
54 Kettle Court
Vaughan, ON L6A 2M2

ROBERT DI MATTEO re: Charge/Mortgage AT4065378
20 Cachet Woods Court, Unit 2
Markham, ON L6C 3G1

TONINO AMENDOLA re: Charge/Mortgage AT4065378
 18 Norcross Road
 Toronto, ON M3H 2R4

CORSIANOS LEE re: Charge/Mortgage AT4065378
 Barrister and Solicitor
 3800 Steeles Avenue West, Suite 203W
 Vaughan, ON L4L 4G9

Attention: George Corsianos

Solicitors for Quincy Investments Limited, 969692 Ontario Limited, 969593 Ontario Limited, 2307271 Ontario Inc., Sasso Auto Consulting Inc., Angelo Grossi, David Mark Doubilet, Gus Stamatiou, Robert Di Matteo and Tonino Amendola

BUILDING & DEVELOPMENT MORTGAGES CANADA INC., IN TRUST
 re: Charge/Mortgage AT4707175
 25 Brodie Drive, Unit 8
 Richmond Hill, ON L4B 3K7

Attention: Ildina Galati-Ferrante

BUILDING & DEVELOPMENT MORTGAGES CANADA INC., IN TRUST
 re: Charge/Mortgage AT4707175
 c/o Fogler, Rubinoff LLP
 TD Centre
 3000-77 King Street West
 P. O. Box 95
 Toronto, ON M5K 1G8

BUILDING & DEVELOPMENT MORTGAGES CANADA INC., IN TRUST
 re: Charge/Mortgage AT4707175
 c/o FAAN Mortgage Administrator Inc.
 920-20 Adelaide Street East
 Toronto, ON M5C 2T6

COMPUTERSHARE TRUST COMPANY OF CANADA
 re: Charge/Mortgage AT4707175
 510 Burrard Street, 3rd Floor
 Vancouver, BC V6C 3B9

Attention: Private Capital Solutions

COMPUTERSHARE TRUST COMPANY OF CANADA
 re: Charge/Mortgage AT4707175
 c/o Fogler, Rubinoff LLP
 TD Centre
 3000-77 King Street West
 P. O. Box 95
 Toronto, ON M5K 1G8

ALL PARTIES SET OUT IN APPENDIX "III" ATTACHED HERETO
 re: Charge/Mortgage AT4707175
 c/o Building & Development Mortgages Canada Inc., in Trust
 25 Brodie Drive, Unit 8
 Richmond Hill, ON L4B 3K7

Attention: Ildina Galati-Ferrante

ALL PARTIES SET OUT IN APPENDIX "IV" ATTACHED HERETO
 re: Charge/Mortgage AT4707175
 c/o Computershare Trust Company of Canada
 510 Burrard Street, 3rd Floor
 Vancouver, BC V6C 3B9

Attention: Private Capital Solutions

FIERA CAPITAL CORPORATION
 c/o 600-1 Adelaide Street East
 Toronto, ON M5C 2V9

FIERA CAPITAL CORPORATION
 c/o 800-1501 McGill College
 Montreal, QC H3A 3M8

FIERA CAPITAL CORPORATION
 c/o Fasken Martineau DuMoulin LLP
 Bay Adelaide Centre
 2400-333 Bay Street
 P.O. Box 20
 Toronto, ON M5H 2T6

Attention: Jonathan F. Lancaster and Natasha De Cicco

COMPUTERSHARE TRUST COMPANY OF CANADA
 530-8th Avenue SW, Suite 600
 Calgary, AL T2P 3S8

Attention: W. Anne DeWaele

COMPUTERSHARE TRUST COMPANY OF CANADA
 c/o DLA Piper (Canada) LLP
 6000-1 First Canadian Place
 100 King Street West
 P.O. Box 367
 Toronto, ON M5X 1E2

Attention: Derek Bell and Michael Weinczok

SUMMIT CONCRETE & DRAIN LTD. re: Lien AT4790996
 c/o Aird & Berlis LLP
 Brookfield Place
 1800-181 Bay Street
 Toronto, ON M5J 2T9

Attention: Courtney V. Raphael and Danielle Muise

SUMMIT FORMING LTD. re: Lien AT4790997
 c/o Aird & Berlis LLP
 Brookfield Place
 1800-181 Bay Street
 Toronto, ON M5J 2T9

Attention: Courtney V. Raphael and Danielle Muise

SUMMIT CONCRETE & DRAIN LTD. re: Lien AT4795274
 c/o Aird & Berlis LLP
 Brookfield Place
 1800-181 Bay Street
 Toronto, ON M5J 2T9

Attention: Courtney V. Raphael and Danielle Muise

SUMMIT FORMING LTD. re: Lien AT4795275
c/o Aird & Berlis LLP
Brookfield Place
1800-181 Bay Street
Toronto, ON M5J 2T9

Attention: Courtney V. Raphael and Danielle Muise

D. ZENTIL MECHANICAL INC. re: AT4791585
c/o Bianchi Presta LLP
9100 Jane Street
3rd Floor, Building A
Vaughan, ON L4K 0A4

Attention: Domenic C.S. Presta

ATLAS DEWATERING CORPORATION re: Lien AT4801687
111 Ortona Court,
Concord, ON L4K 3M3

Attention: Steve Brett

ATLAS DEWATERING CORPORATION re: Lien AT4801687
c/o Barry S. Greenberg
Barrister and Solicitor
7626A Yonge Street
Thornhill, ON L4J 1V9

INNOCON re: Lien AT4801986
c/o Glaholt LLP
800-141 Adelaide Street West
Toronto, ON M5H 3L5

Attention: John Margie

LAFARGE CANADA INC. re: Lien AT4801986
c/o Glaholt LLP
800-141 Adelaide Street West
Toronto, ON M5H 3L5

Attention: John Margie

LEHIGH HANSON MATERIALS LIMITED re: Lien AT4801986
c/o Glaholt LLP
800-141 Adelaide Street West
Toronto, ON M5H 3L5

Attention: John Margie

INNOCON INC. re: Lien AT4801986
c/o Glaholt LLP
800-141 Adelaide Street West
Toronto, ON M5H 3L5

Attention: John Margie

DIRCAM ELECTRIC LIMITED re: Lien AT4803253
Unit 10-42 Steinway Blvd.
Etobicoke, ON M9W 6Y6

Attention: Anthony Di Rienzo

DIRCAM ELECTRIC LIMITED re: Lien AT4803253
 c/o Beard Winter LLP
 130 Adelaide Street West, 7th Floor
 Toronto, ON M5H 2K4

Attention: Robert C. Harason

DIRCAM ELECTRIC LIMITED re: Lien AT4803254
 Unit 10-42 Steinway Blvd.
 Etobicoke, ON M9W 6Y6

Attention: Anthony Di Rienzo

DIRCAM ELECTRIC LIMITED re: Lien AT4803254
 c/o Beard Winter LLP
 130 Adelaide Street West, 7th Floor
 Toronto, ON M5H 2K4

Attention: Robert C. Harason

GILBERT STEEL LIMITED re: Lien AT4807083
 1650 Britannia Road East
 Mississauga, ON L4W 1J2

Attention: Anton Rupert Plobner

GILBERT STEEL LIMITED re: Lien AT4807083
 c/op Shibley Righton LLP
 250 University Avenue
 Suite 700
 Toronto, ON M5H 3E5

Attention: Andrea Lee White and Thomas McRae

THE FENCE PEOPLE LIMITED re: Lien AT4813373
 134 East Drive
 Brampton, ON L6T 1C1

Attention: Rick Andrea

THE FENCE PEOPLE LIMITED re: Lien AT4813373
 c/o Tanzola & Sorbara Professional Corporation
 101-10 Director Court
 Woodbridge, ON L4L 7E8

Attention: Michael A. Handler and Michael J. Callahan

GLOBAL PRECAST INC. re: Lien AT4818840
 c/o Joseph P. Maggisano
 Barrister and Solicitor
 100-201 Lonsmount Drive
 Toronto, ON M5P 2Y6

GLOBAL PRECAST INC. re: Lien AT4818840
 c/o Frank D. Mauro
 Barrister and Solicitor
 209-155 Gordon Baker Road
 Toronto, ON M2H 3N7

SUMMIT FORMING LTD. re: Lien AT4845648
c/o Aird & Berlis LLP
Brookfield Place
1800-181 Bay Street
Toronto, ON M5J 2T9

Attention: Courtney V. Raphael and Danielle Muise

APPENDIX "I"

- (a) Danuta Ruczynski in the amount of \$1,960,000.00;
- (b) Alexander Duñaevsky in the amount of \$50,000.00;
- (c) Diana Siu Ling Lee in the amount of \$30,000.00;
- (d) Howard Heise in the amount of \$30,000.00;
- (e) Carolann Malenfant in the amount of \$30,000.00;
- (f) DHC Investments Inc. in the amount of \$500,000.00;
- (g) Robert John Rowe and Rhea Crossfield in the amount of \$50,000.00;
- (h) Awtar Singh Koonar and Praveena Koonar in the amount of \$30,000.00;
- (i) 2469498 Ontario Limited in the amount of \$200,000.00;
- (j) Farrah Avanesov in the amount of \$30,000.00;
- (k) Dr. Jamie Spiegelman Medicine Professional Corporation in the amount of \$100,000.00;
- (l) Susan Elizabeth Edwards in the amount of \$100,000.00;
- (m) Usama Raouf in the amount of \$30,000.00;
- (n) Andrew Au in the amount of \$30,000.00;
- (o) Giovanna Inglese in the amount of \$30,000.00;
- (p) Jong Chol Han in the amount of \$40,000.00;
- (q) Marion F. Thornton in the amount of \$59,000.00;
- (r) 3003836 Nova Scotia Limited in the amount of \$200,000.00;
- (s) 9147721 Canada Inc. in the amount of \$80,000.00;
- (t) Nora Yvonne White in the amount of \$40,000.00;
- (u) Paulus Wai Chi Kong in the amount of \$60,000.00;
- (v) Vivian Berg in the amount of \$50,000.00;
- (w) David Garland in the amount of \$100,000.00;
- (x) Janine Griffore in the amount of \$40,000.00;
- (y) Anushadevi Prabakaran in the amount of \$30,000.00;
- (z) Dr. Boutros Mikhail Medicine Professional Corporation in the amount of \$50,000.00;
- (aa) WFM Corporate Services Inc. in trust for W0008-PR1407-M in the amount of \$100,000.00;
- (bb) WFM Corporate Services Inc. in trust for W0008-PR1407-M in the amount of \$30,000.00;
- (cc) Dr. Manal Kassem Medical Professional Corporation in the amount of \$50,000.00;
- (dd) Vartan Balian in the amount of \$41,000.00;
- (ee) Zepure Belushi in the amount of \$64,000.00;
- (ff) Kit Ho Lam in the amount of \$30,000.00;
- (gg) Wing-Yi Flora Cheung in the amount of \$30,000.00;

- (ii) Robert and Joanne MacKenzie in the amount of \$42,400.00;
- (jj) Jin Hua Cui in the amount of \$150,000.00;
- (kk) Maria Teresa Gondek in the amount of \$50,000.00;
- (ll) Ping Li in the amount of \$100,000.00;
- (mm) Prudencia De Lourdes Poio Oliveira and Francisco Oliveira in the amount of \$70,000.00;
- (nn) Yiu-Hon Lee and Mo Kar Cheng in the amount of \$100,000.00;
- (oo) 1184785 Ontario Inc. in the amount of \$150,000.00;
- (pp) Adam Bello in the amount of \$20,000.00;
- (qq) Julie Chastain McLeland in the amount of \$50,000.00;
- (rr) Memia Navasca and Dolores Almuenda in the amount of \$30,000.00;
- (ss) Guang Bo Zhu in the amount of \$70,000.00;
- (tt) Hope Landon Meek in the amount of \$90,000.00;
- (uu) Monika Ganpat in the amount of \$50,000.00;
- (vv) Shamir Bacchus in the amount of \$100,000.00;
- (ww) Barbara Susan Vivian Eye in the amount of \$50,000.00;
- (xx) Jane Lem and Janet Mack in the amount of \$30,000.00;
- (yy) Lora Hovich in the amount of \$30,000.00;
- (zz) Vikas Pandith in the amount of \$100,000.00.;
- (aaa) 846295 Canada Inc. (per: Alexandrio Burton Chua) in the amount of \$40,000.00;
- (bbb) Cui Wang in the amount of \$30,000.00;
- (ccc) Danette Pierroz in the amount of \$30,000.00;
- (ddd) David Barry Munro and Dianne Garrels-Munro in the amount of \$50,000.00;
- (eee) Elisabete Rocha in the amount of \$25,000.00;
- (fff) Hongwei Su in the amount of \$30,000.00;
- (ggg) Irene Solange Legay in the amount of \$32,200.00;
- (hhh) J.W. Roberts Enterprises Inc. (per: John Roberts) in the amount of \$350,000.00;
- (iii) Keegan E. Johnson in the amount of \$65,000.00;
- (jjj) Rosemarie and Lawrence Dawkins in the amount of \$50,000.00;
- (kkk) Ryoko Akagi in the amount of \$30,000.00;
- (lll) Yuen Fan Chu in the amount of \$42,000.00;
- (mmm) Monica Galiwango in the amount of \$30,000.00;
- (nnn) Ton Zhang and Ruobing in the amount of \$100,000.00;
- (ooo) Dave Gatner in the amount of \$26,000.00;
- (ppp) Daniel Kao in the amount of \$30,000.00;
- (qqq) Diana Siu-Ling Lee in the amount of \$30,000.00;
- (rrr) Jian Wei Qiu and Jian Pu in the amount of \$30,000.00;
- (sss) Joseph K. Lai in the amount of \$35,000.00;
- (ttt) Limin Liu in the amount of \$30,000.00;
- (uuu) Patrick C.M. Tan in the amount of \$50,000.00;

(vvv) Patrick Gee Jun Yau in the amount of \$60,000.00;
(www) Wei Cao in the amount of \$45,000.00;
(xxx) Wei Lyu in the amount of \$40,000.00;
(yyy) Ilan Tabori in the amount of \$90,000.00;
(zzz) Carlton Anthony Chang in the amount of \$40,000.00;
(aaaa) Heidi Taylor in the amount of \$20,000.00;
(bbbb) WFM Corporate Services Inc. (per: John Wright) in the amount of \$150,000.00;
(cccc) Patrick Doherty and Cassie Doherty in the amount of \$50,000.00;
(dddd) Yutong Zhai in the amount of \$30,000.00;
(eeee) Barbara Wrobel in the amount of \$30,000.00;
(ffff) David Harris in the amount of \$60,000.00;
(gggg) 1483039 Ontario Inc. (per: Paolo Illing) in the amount of \$50,000.00;
(hhhh) David Stevenson in the amount of \$40,000.00;
(iiii) Douglas John Breard in the amount of \$30,000.00;
(jjjj) Mark and Catherine Calligaro in the amount of \$100,000.00;
(kkkk) David Barry Munro and Dianne Garrels-Munro in the amount of \$30,000.00;
(llll) Leonardo Cali in the amount of \$50,000.00;
(mmmm) 9147721 Canada Inc. (per: Mohan Kale in the amount of \$70,000.00);
(nnnn) Teresa Nabialek and Mirosław Nabialek in the amount of \$50,000.00;
(oooo) Dennis Ralph in the amount of \$50,000.00;
(pppp) Raman Gumber CPA Professional Corporation (per: Raman Kumar Gumber) in the amount of \$30,000.00;
(qqqq) Tasheen Management Inc. (per: Zubair Tahir) in the amount of \$30,000.00;
(rrrr) Zofia Kwak in the amount of \$30,000.00;
(ssss) Elle Cameron in the amount of \$60,000.00;
(tttt) Elle Cameron in the amount of \$60,000.00;
(uuuu) Mark and Catherine Calligaro in the amount of \$48,000.00;
(vvvv) Quanqia Zhao in the amount of \$30,000.00;
(wwww) Thi Ngoc Thanh Nguyen in the amount of \$50,000.00; and
(xxxx) Irene Ransome in the amount of \$70,000.00.

APPENDIX "II"

- (a) Jee Lee, Plan No. 135200 in the amount of \$30,000.00;
- (b) Guiseppe Pino Cherubino, Plan No. 115487 in the amount of \$37,000.00;
- (c) Rim Shaloufe, Plan No. 135468 in the amount of \$55,000.00;
- (d) Chris Nycz, Plan No. 136111 in the amount of \$41,000.00;
- (e) Yulawattie Dhandhari, Plan No. 135770 in the amount of \$30,000.00;
- (f) Motielall Dhandhari, Plan No. 135872 in the amount of \$41,500.00;
- (g) Motielall Dhandhari, Plan No. 135874 in the amount of \$27,900.00;
- (h) Franca Tosti, Plan No. 135080 in the amount of \$50,000.00;
- (i) Yulawattie Dhandhari, Plan No. 135963 in the amount of \$41,500.00;
- (j) Colleen Adams, Plan No. 117878 in the amount of \$35,000.00;
- (k) Sheila Ludvig, Plan No. 135895 in the amount of \$40,000.00;
- (l) John William Gravett, Plan No. 136189 in the amount of \$30,000.00;
- (m) Mario Martino, Plan No. 134893 in the amount of \$65,000.00;
- (n) Sindhu Chugh, Plan No. 129641 in the amount of \$30,000.00;
- (o) Elaine Florence Yasinowski, Plan No. 117288 in the amount of \$45,000.00;
- (p) Carolann Malenfant, Plan No. 135777 in the amount of \$30,000.00;
- (q) Darlene Jutras, Plan No. 136167 in the amount of \$35,000.00;
- (r) Ali Gungor, Plan No. 125082 in the amount of \$17,800.00;
- (s) Antonio M. Auayang, Plan No. 136267 in the amount of \$40,000.00;
- (t) Cheng Qian, Plan No. 136280 in the amount of \$30,000.00;
- (u) David Anthony McFarland, Plan No. 136350 in the amount of \$40,000.00;
- (v) Debbie Jans, Plan No. 136130 in the amount of \$30,000.00;
- (w) Francisco Oliveira, Plan No. 136285 in the amount of \$101,850.00;
- (x) Hong Zhao, Plan No. 132581 in the amount of \$45,000.00;
- (y) J. Anne Edwards, Plan No. 136572 in the amount of \$40,000.00;
- (z) Jaroslaw Dalek, Plan No. 136124 in the amount of \$70,000.00;
- (aa) Jian Tao Liu, Plan No. 136002 in the amount of \$30,000.00;
- (bb) Karen Parkinson, Plan No. 135989 in the amount of \$84,900.00;
- (cc) Mark Jutras, Plan No. 100150 in the amount of \$55,000.00;
- (dd) Ranjan Rhode, Plan No. 136290 in the amount of \$24,500.00;

- (ee) Robert Shoemaker, Plan No. 136569 in the amount of \$40,000.00;
- (ff) Shu Chu Lai, Plan No. 136445 in the amount of \$30,000.00;
- (gg) Walter Friedl, Plan No. 113777 in the amount of \$35,000.00;
- (hh) Wei Ma, Plan No. 136286 in the amount of \$30,000.00;
- (ii) Yue Hua Chen, Plan No. 125391 in the amount of \$30,000.00;
- (jj) Hanh My Tran, Plan No. 136544 in the amount of \$30,000.00;
- (kk) John Louise Mendonca, Plan No. 113961 in the amount of \$26,200.00;
- (ll) Anna Choe Plan No. 135817 in the amount of \$50,000.00;
- (mm) Binh Son Tran Plan No. 137146 in the amount of \$30,000.00;
- (nn) Dan Feng Kan Plan No. 136279 in the amount of \$80,000.00;
- (oo) Dar Shin Tan Plan No. 137128 in the amount of \$50,000.00;
- (pp) Eric Vieira Plan No. 136503 in the amount of \$36,000.00;
- (qq) Eric Vieira Plan No. 136792 in the amount of \$41,000.00;
- (rr) Gary Chahinian Plan No. 136436 in the amount of \$30,000.00;
- (ss) Gino Yearwood Plan No. 136771 in the amount of \$30,000.00;
- (tt) Janak Raj Joshi Plan No. 136867 in the amount of \$39,000.00;
- (uu) Joe Philip Plan No. 137073 in the amount of \$49,900.00;
- (vv) Jonita Ganhdi Plan No. 136816 in the amount of \$31,500.00;
- (ww) Judith Szekesy Plan No. 118018 in the amount of \$52,500.00;
- (xx) Mariam Chahinian Plan No. 136439 in the amount of \$30,000.00;
- (yy) Mercedes Trindade Plan No. 136434 in the amount of \$66,900.00;
- (zz) Mercedes Trindade Plan No. 136586 in the amount of \$46,500.00;
- (aaa) Saverio Miceli Plan No. 136493 in the amount of \$57,000.00;
- (bbb) Shaomo Xing Plan No. 136785 in the amount of \$30,000.00;
- (ccc) Stuart McDonald Plan No. 135928 in the amount of \$30,000.00;
- (ddd) Yue Xing Chen Plan No. 136550 in the amount of \$75,300.00;
- (eee) Chun-Hyok Choe Plan No. 135772 in the amount of \$50,000.00;
- (fff) Donald Little Plan No. 136472 in the amount of \$40,000.00;
- (ggg) Sean Singer Plan No. 136128 in the amount of \$30,000.00;
- (hhh) Tad Gacich Plan No. 137201 in the amount of \$34,800.00;
- (iii) Zongxue Wen Plan No. 137108 in the amount of \$40,000.00;
- (jjj) Daniel Lalonde Plan No. 90109 in the amount of \$60,000.00;
- (kkk) Ameesh Lekhi, Plan No. 138098 in the amount of \$41,500.00;

- (lll) Carolyn Johann, Plan No. 137764 in the amount of \$50,000.00;
- (mmm) Kathleen Philip, Plan No. 137072 in the amount of \$25,900.00;
- (nnn) Lesley Ann McMath, Plan No. 136441 in the amount of \$50,000.00;
- (ooo) Monia Bergeron, Plan No. 137368 in the amount of \$46,100.00;
- (ppp) Raveena Lekhi, Plan No. 138100 in the amount of \$41,500.00;
- (qqq) Sanjay Jariwala, Plan No. 138097 in the amount of \$41,500.00;
- (rrr) Vartan Balian, Plan No. 137161 in the amount of \$41,000.00;
- (sss) Xiaowei Zhang, Plan No. 137710 in the amount of \$30,000.00;
- (ttt) Anna Portoraro, Plan No. 137789 in the amount of \$30,000.00;
- (uuu) Adi Brunshtein, Plan No. 139278 in the amount of \$32,500.00;
- (vvv) Marco Cecatini, Plan No. 136443 in the amount of \$29,700.00;
- (www) Marvin David Alexander, Plan No. 121420 in the amount of \$30,000.00;
- (xxx) Susan Azzopardi, Plan No. 137709 in the amount of \$30,000.00;
- (yyy) Thi Hang Bui, Plan No. 134466 in the amount of \$30,000.00;
- (zzz) Felix Winstok, Plan No. 139331 in the amount of \$30,000.00;
- (aaaa) Julia Winstok, Plan No. 139315 in the amount of \$30,000.00;
- (bbbb) Jose Pavao Cordeiro, Plan No. 139613 in the amount of \$28,000.00;
- (cccc) Julie Donnelly, Plan No. 139589 in the amount of \$30,000.00;
- (dddd) Kirby Yen Chan, Plan No. 138544 in the amount of \$30,000.00;
- (eeee) Mark Lunshof, Plan No. 137098 in the amount of \$70,000.00;
- (ffff) Totaram D. Seecharran, Plan No. 139494 in the amount of \$41,000.00;
- (gggg) Anita D. Suri, Plan No. 139729 in the amount of \$30,000.00;
- (hhhh) Anthony Roach, Plan No. 141744 in the amount of \$39,000.00;
- (iiii) Eldad Weiner, Plan No. 131821 in the amount of \$30,000.00;
- (jjjj) Gina Marchesan, Plan No. 140330 in the amount of \$30,000.00;
- (kkkk) Grace Pluchino, Plan No. 141302 in the amount of \$30,000.00;
- (llll) Hong Lei, Plan No. 141636 in the amount of \$30,000.00;
- (mmmm) Karen Rong Zhou, Plan No. 141541 in the amount of \$30,000.00;
- (nnnn) Lynn Jorgensen, Plan No. 140684 in the amount of \$30,000.00;
- (oooo) Maryangela Schiavone, Plan No. 90560 in the amount of \$60,500.00;
- (pppp) Muir Dhanani, Plan No. 141329 in the amount of \$40,000.00;
- (qqqq) Steve Stewart, Plan No. 99271 in the amount of \$20,000.00;
- (rrrr) Bogdan Iwanicki, Plan No. 141857 in the amount of \$46,500.00;

- (ssss) Xuxia Zhang, Plan No. 141731 in the amount of \$30,000.00;
- (tttt) Vitor Manuel Ferreira, Plan No. 141414 in the amount of \$35,000.00;
- (uuuu) Esperanca Cordeiro, Plan No. 139902 in the amount of \$39,800.00;
- (vvvv) Francis Luis Pinto, Plan No. 141948 in the amount of \$33,600.00;
- (wwww) Herman Gregory, Plan No. 140306 in the amount of \$58,000.00;
- (xxxx) Hue Huynh, Plan No. 141907 in the amount of \$48,600.00;
- (yyyy) Kathryn A. Tobin, Plan No. 142245 in the amount of \$87,600.00;
- (zzzz) Kelly Geleynse, Plan No. 82572 in the amount of \$54,000.00;
- (aaaa) Leanna M. Macdonnell, Plan No. 142131 in the amount of \$33,000.00;
- (bbbb) Leanna M. Macdonnell, Plan No. 142132 in the amount of \$33,000.00;
- (cccc) Lillawatee Maharaj, Plan No. 142550 in the amount of \$46,500.00;
- (dddd) Lorrinda L. Mabee, Plan No. 91344 in the amount of \$40,000.00;
- (eeee) Luis Garcia, Plan No. 137821 in the amount of \$42,500.00;
- (ffff) Lynn May Biden, Plan No. 142090 in the amount of \$38,000.00;
- (ggggg) Maria Del Rosario Olga Luna, Plan No. 141418 in the amount of \$38,300.00;
- (hhhhh) Mule Guo, Plan No. 141838 in the amount of \$30,500.00;
- (iiii) Oxana Dorfman, Plan No. 99635 in the amount of \$48,350.00;
- (jjjj) Oxana Dorfman, Plan No. 111182 in the amount of \$26,000.00;
- (kkkkk) Rajendranath Maharaj, Plan No. 142551 in the amount of \$46,500.00;
- (llll) Stella Lan Fong Tai, Plan No. 114146 in the amount of \$56,000.00;
- (mmmmm) Surinder Kaur Grewal, Plan No. 141946 in the amount of \$41,000.00;
- (nnnnn) Suzanne Beldycki, Plan No. 142224 in the amount of \$30,000.00;
- (oooo) Tammy Lee Dibbits, Plan No. 141951 in the amount of \$51,000.00;
- (ppppp) Maria Hyponen, Plan No. 117222 in the amount of \$30,000.00;
- (qqqqq) Xun Zhou, Plan No. 138082 in the amount of \$30,000.00;
- (rrrrr) Ann Bell, Plan No. 143357 in the amount of \$40,000.00;
- (sssss) Dianne Sooklal, Plan No. 99084 in the amount of \$42,000.00;
- (ttttt) Helen Poon, Plan No. 141805 in the amount of \$31,000.00;
- (uuuuu) Inga Reyder, Plan No. 116725 in the amount of \$55,000.00;
- (vvvvv) Janet Rooyakkers, Plan No. 80234 in the amount of \$45,000.00;
- (wwwww) Janet Rooyakkers, Plan No. 80233 in the amount of \$35,000.00;
- (xxxxx) Kimberly Cochran, Plan No. 142796 in the amount of \$30,000.00;
- (yyyyy) Lei Xu, Plan No. 143479 in the amount of \$30,000.00;

(zzzzz) Lenni Rodrigues, Plan No. 142677 in the amount of \$40,000.00;

(aaaaaa) Lisa Losier, Plan No. 136505 in the amount of \$28,100.00;

(bbbbbb) Luanne D'Amico, Plan No. 121111 in the amount of \$73,000.00;

(ccccc) Margaret Clarke, Plan No. 144155 in the amount of \$35,000.00;

(dddddd) Maria Tricanico, Plan No. 110485 in the amount of \$30,000.00;

(eeeeee) Mark Anthony Njoroge, Plan No. 142905 in the amount of \$40,000.00;

(ffffff) Michael Geleynse, Plan No. 78071 in the amount of \$78,000.00;

(gggggg) Miroslaw cias, Plan No. 143314 in the amount of \$120,000.00;

(hhhhh) Monica Sharma, Plan No. 143372 in the amount of \$40,000.00;

(iiiiii) Patricia Lynn Gregory, Plan No. 136178 in the amount of \$67,000.00;

(jjjjj) Raffy Richard Hanimyan, Plan No. 143683 in the amount of \$46,500.00;

(kkkkkk) Rekha Sharma, Plan No. 142809 in the amount of \$35,000.00;

(lllll) Roger Reis, Plan No. 143872 in the amount of \$30,000.00;

(mmmmm) Seven Ho, Plan No. 143351 in the amount of \$40,000.00;

(nnnnn) Simrah Singh Khanduja, Plan No. 144000 in the amount of \$27,900.00;

(ooooo) Ying Liu, Plan No. 108880 in the amount of \$30,000.00;

(ppppp) Zdislaw Beldycki, Plan No. 142020 in the amount of \$30,000.00;

(qqqqq) Zepure Belushi, Plan No. 112922 in the amount of \$32,000.00;

(rrrrr) Jana K. Jones, Plan No. 145224 in the amount of \$40,000.00;

(sssss) John Paul Gonsalves, Plan No. 145750 in the amount of \$40,000.00;

(ttttt) Kirandip Singh, Plan No. 145592 in the amount of \$30,000.00;

(uuuuu) Amer Alahdab, Plan No. 144770 in the amount of \$47,000.00;

(vvvvv) Bojun Ji, Plan No. 142877 in the amount of \$26,500.00;

(wwwww) Catherine Mary Robertson, Plan No. 136203 in the amount of \$30,000.00;

(xxxxx) Christine Sarkissian, Plan No. 143729 in the amount of \$20,000.00;

(yyyyy) Eugeniusz Pelechaty, Plan No. 143513 in the amount of \$30,000.00;

(zzzzz) Irina Kirillov, Plan No. 143130 in the amount of \$30,000.00;

(aaaaaa) Jyoty Sharma Parkash, Plan No. 142546 in the amount of \$30,000.00;

(bbbbbb) Monir Alahdab, Plan No. 144597 in the amount of \$47,000.00;

(ccccc) Paul Lioukras, Plan No. 143106 in the amount of \$21,800.00;

(dddddd) Piyush R. Kher, Plan No. 144596 in the amount of \$46,500.00;

(eeeeee) Reginald Lazarus Pereira, Plan No. 144338 in the amount of \$30,000.00;

(ffffff) Ricky Kochman, Plan No. 144714 in the amount of \$120,000.00;

- (ggggggg) Tehao Lee, Plan No. 145833 in the amount of \$30,000.00;
- (hhhhhhh) Tracey Z. Lee, Plan No. 145383 in the amount of \$30,000.00;
- (iiiiiii) Valentin Gabriel Sasu, Plan No. 128047 in the amount of \$38,500.00;
- (iiiiiii) Weina Zhang, Plan No. 143004 in the amount of \$26,500.00;
- (kkkkkkk) Weinan Zhang, Plan No. 145508 in the amount of \$30,000.00;
- (lllllll) Yair Jack Pollak, Plan No. 144401 in the amount of \$30,000.00;
- (mmmmmmm) Yaling Lu, Plan No. 145272 in the amount of \$30,000.00;
- (nnnnnnn) Yun Huang, Plan No. 145175 in the amount of \$30,000.00;
- (ooooooo) Yuwei Wan, Plan No. 145112 in the amount of \$130,000.00;
- (ppppppp) Zhenyu Lu, Plan No. 145685 in the amount of \$30,000.00;
- (qqqqqqq) Astrid Schiller, Plan No. 143768 in the amount of \$27,000.00;
- (rrrrrrr) Matthew Tsoumaris, Plan No. 145131 in the amount of \$81,500.00;
- (sssssss) Adam Kaczuga, Plan No. 146267 in the amount of \$45,500.00;
- (ttttttt) Barbara Urbanczyk, Plan No. 146270 in the amount of \$30,000.00;
- (uuuuuuu) Dan Victor Clein, Plan No. 90964 in the amount of \$30,000.00;
- (vvvvvvv) Danyan Chen, Plan No. 145677 in the amount of \$30,000.00;
- (wwwwwww) Dorothy Richmal Gabb, Plan No. 144950 in the amount of \$48,300.00;
- (xxxxxxx) Florence Gonsalves, Plan No. 145971 in the amount of \$30,000.00;
- (yyyyyyy) Inkwan Baek, Plan No. 145858 in the amount of \$30,000.00;
- (zzzzzzz) Izabella Kozak, Plan No. 142016 in the amount of \$50,000.00;
- (aaaaaaaa) Jerzy Nowacki, Plan No. 146122 in the amount of \$58,000.00;
- (bbbbbbbb) Larry Laturski, Plan No. 145802 in the amount of \$64,000.00;
- (ccccccc) Maria Rejer, Plan No. 146518 in the amount of \$30,000.00;
- (ddddddd) Wanning Jiang, Plan No. 145883 in the amount of \$40,000.00;
- (eeeeeee) Zaghkanouch Derhovagimian, Plan No. 131808 in the amount of \$32,100.00;
- (fffffff) Adele Pugliese, Plan No. 146810 in the amount of \$65,400.00;
- (ggggggg) Andrew Brian Kotler, Plan No. 146148 in the amount of \$39,200.00;
- (hhhhhhh) Craig Chambers, Plan No. 146241 in the amount of \$30,000.00;
- (iiiiiii) Gordana Jovicic, Plan No. 146799 in the amount of \$41,000.00;
- (iiiiiii) Larry Steed, Plan No. 146031 in the amount of \$71,000.00;
- (kkkkkkk) Larry Steed, Plan No. 146037 in the amount of \$31,400.00;
- (lllllll) Leslie Neil Blacher, Plan No. 93599 in the amount of \$30,000.00;
- (mmmmmmm) Lorna M. Salmon, Plan No. 146891 in the amount of \$46,000.00;

- (nnnnnnnn) Xiao Yan Jing, Plan No. 146676 in the amount of \$40,000.00;
- (oooooooo) Andy Bianchi, plan No. 145849 in the amount of \$76,100.00;
- (pppppppp) Dave Gatner, Plan No. 147972 in the amount of \$30,000.00;
- (qqqqqqqq) Lawrence Dawkins, Plan No. 145144 in the amount of \$14,000.00;
- (rrrrrrrr) Mark Francis Zownir, Plan No. 148379 in the amount of \$30,000.00;
- (ssssssss) Yiu Wing Tong, Plan No. 148083 in the amount of \$46,500.00;
- (tttttttt) Adele Pare, Plan No. 148595 in the amount of \$30,000.00;
- (uuuuuuuu) Antonia Tsoumaris, Plan No. 145130 in the amount of \$113,000.00;
- (vvvvvvvv) Christian Gingras, Plan No. 78907 in the amount of \$30,000.00;
- (wwwwwww) Connie Yong, Plan No. 148618 in the amount of \$30,000.00;
- (xxxxxxxx) Donald MacLean, Plan No. 148848 in the amount of \$30,000.00;
- (yyyyyyyy) Gregory Scott Bernhardt, Plan No. 148745 in the amount of \$35,000.00;
- (zzzzzzzz) Lin Xu, Plan No. 148509 in the amount of \$32,000.00;
- (aaaaaaaa) Chuan Chee, plan No. 99630 in the amount of \$30,000.00;
- (bbbbbbbb) Gareth Daniel, Plan No. 149054 in the amount of \$30,000.00;
- (cccccccc) Lorenzo Marchetti, Plan No. 148702 in the amount of \$60,000.00;
- (dddddddd) Lorenzo Marchetti, Plan No. 148701 in the amount of \$25,500.00;
- (eeeeeeee) Marilyn Adler, Plan No. 95937 in the amount of \$40,000.00;
- (fffffff) Raymond Kwok Yau Liu, Plan No. 147206 in the amount of \$40,000.00;
- (gggggggg) Ying Liu, Plan No. 108880 in the amount of \$30,500.00;
- (hhhhhhh) Josephine Miceli, Plan No. 149636 in the amount of \$45,900.00;
- (iiiiiii) Kavitha Krishna, Plan No. 150124 in the amount of \$36,500.00;
- (jjjjjjj) Lucia Zorahyda Sarmiento, Plan No. 150184 in the amount of \$63,000.00;
- (kkkkkkkk) Mahnaz Hariri, Plan No. 149295 in the amount of \$230,000.00;
- (lllllll) Marian Wrobel, Plan No. 150126 in the amount of \$46,500.00;
- (mmmmmmmm) Marie Josee Rompre, Plan No. 149344 in the amount of \$61,500.00;
- (nnnnnnnn) Nancy Joy Wilson, Plan No. 150005 in the amount of \$30,000.00;
- (oooooooo) Patrick L. Doherty, Plan No. 140636 in the amount of \$30,000.00;
- (pppppppp) Ronnie Carino Sarmiento, Plan No. 150183 in the amount of \$72,500.00;
- (qqqqqqqq) Ruth N. Warner, Plan No. 149939 in the amount of \$55,000.00;
- (rrrrrrrr) Sean Barretto, Plan No. 150176 in the amount of \$25,000.00;
- (ssssssss) Steve Lioukras, Plan No. 150177 in the amount of \$33,000.00;
- (tttttttt) Susan A. Ketko, Plan No. 140638 in the amount of \$30,000.00;

- (uuuuuuuuuu) Susan Zahra Tavana, Plan No. 149290 in the amount of \$30,000.00;
- (vvvvvvvvvv) David Carbone, Plan No. 110401 in the amount of \$36,000.00;
- (wwwwwwwww) Eduardo Francisco Viana, Plan No. 145139 in the amount of \$20,000.00;
- (xxxxxxxxxx) John Thompson, Plan No. 144336 in the amount of \$30,000.00;
- (yyyyyyyyyy) Keerthi Perera, Plan No. 150497 in the amount of \$30,000.00;
- (zzzzzzzzzz) Michael A. Miller, Plan No. 160628 in the amount of \$20,000.00;
- (aaaaaaaaaa) Omar Khorshed, Plan No. 160630 in the amount of \$32,600.00;
- (bbbbbbbbbb) Wing On Wong, Plan No. 149080 in the amount of \$50,000.00;
- (ccccccccc) Lynda S. Brutus, Plan No. 160852 in the amount of \$36,300.00;
- (dddddddddd) Nadia Soucy, Plan No. 160907 in the amount of \$50,000.00;
- (eeeeeeeeee) Hue-Bach Nguyen, Plan No. 172445 in the amount of \$40,800.00;
- (ffffffffff) Jane Beverley Baxter, Plan No. 161864 in the amount of \$21,600.00;
- (gggggggggg) Linda Li-Ting Yao, Plan No. 172487 in the amount of \$30,000.00;
- (hhhhhhhhhh) Ming Zhu, Plan No. 172722 in the amount of \$40,000.00;
- (iiiiiiiiii) Robert Schiavone, Plan No. 73569 in the amount of \$30,000.00;
- (jjjjjjjjjj) Steven Koloff, Plan No. 123712 in the amount of \$33,500.00;
- (kkkkkkkkkk) Irfan Kamdar, Plan No. 136269 in the amount of \$41,000.00;
- (llllllllll) Anna Kulig, Plan No. 139001 in the amount of \$32,000.00;
- (mmmmmmmmmm) Anton Emarlt Croos, Plan No. 172884 in the amount of \$43,000.00;
- (nnnnnnnnnn) Antonio Colonna, Plan No. 128646 in the amount of \$50,000.00;
- (oooooooooo) Anushadevi Prabakaran, Plan No. 172934 in the amount of \$45,000.00;
- (pppppppppp) George Angelopoulos, Plan No. 173529 in the amount of \$40,000.00;
- (qqqqqqqqqq) Jennifer Baxendale, Plan No. 172485 in the amount of \$30,000.00;
- (rrrrrrrrrr) Kristen N. Mullen, Plan No. 173186 in the amount of \$52,000.00;
- (ssssssssss) Maria Dimaras, Plan No. 173184 in the amount of \$52,000.00;
- (tttttttttt) Sofia Massis, Plan No. 173185 in the amount of \$52,000.00;
- (uuuuuuuuuu) Swati Navathe, Plan No. 173547 in the amount of \$36,700.00;
- (vvvvvvvvvv) Urszula Lipowska, Plan No. 141858 in the amount of \$55,100.00;
- (wwwwwwwww) Xing Hong Zhang, Plan No. 173108 in the amount of \$30,000.00;
- (xxxxxxxxxx) Brijender Singh, Plan No. 144659 in the amount of \$30,000.00;
- (yyyyyyyyyy) Michael Yuen Sun Wong, Plan No. 174132 in the amount of \$32,000.00;
- (zzzzzzzzzz) Yi Yu, Plan No. 174068 in the amount of \$30,000.00;

- (aaaaaaaaaaa) Adam Kulig, Plan No. 139003 in the amount of \$39,500.00;
- (bbbbbbbbbbbb) Baruni Prabakaran, Plan No. 173683 in the amount of \$41,000.00;
- (ccccccccccc) Donna J. Serrette, Plan No. 161999 in the amount of \$30,000.00;
- (ddddddddddd) Parveen Lata Singh, Plan No. 173124 in the amount of \$30,000.00;
- (eeeeeeeeeee) Roger L'Ecuyer, Plan No. 138668 in the amount of \$66,300.00;
- (fffffffffff) Cezary Osicki, Plan No. 174918 in the amount of \$46,000.00;
- (ggggggggggg) Gina Marchesan, Plan No. 140330 in the amount of \$32,000.00;
- (hhhhhhhhhhh) Jadwiga Osicka, Plan No. 174916 in the amount of \$52,500.00;
- (iiiiiiiiiii) Lue Feng, Plan No. 111575 in the amount of \$31,000.00;
- (uuuuuuuuuu) Maria Cristina Mendoza, Plan No. 174187 in the amount of \$31,800.00;
- (kkkkkkkkkkk) Rolan Rafael P. Echavez, Plan No. 174307 in the amount of \$47,000.00;
- (lllllllllll) Tadeusz Slowicki, Plan No. 174560 in the amount of \$40,000.00;
- (mmmmmmmmmmm) Giuseppe Losiggio, Plan No. 172697 in the amount of \$50,000.00;
- (nnnnnnnnnnn) Jamal Hasan, Plan No. 175457 in the amount of \$32,000.00;
- (oooooooooooo) Kai Wu, Plan No. 174707 in the amount of \$42,000.00;
- (ppppppppppp) Danny Shing Fai Ng, Plan No. 148510 in the amount of \$30,000.00;
- (qqqqqqqqqqq) Eric How Wing Chan, Plan No. 144657 in the amount of \$30,000.00;
- (rrrrrrrrrrr) Guoying Pan, Plan No. 145189 in the amount of \$32,000.00;
- (sssssssssss) Iwona Ganczak, Plan No. 146321 in the amount of \$153,000.00;
- (ttttttttttt) Jinfeng Pan, Plan No. 145271 in the amount of \$32,600.00;
- (uuuuuuuuuuu) Kit Ying Leung, Plan No. 143674 in the amount of \$23,000.00;
- (vvvvvvvvvvv) Liping Xie, Plan No. 176208 in the amount of \$40,000.00;
- (wwwwwwwwwww) Min Lin, Plan No. 176153 in the amount of \$33,200.00;
- (xxxxxxxxxxxx) Ning Feng, Plan No. 108779 in the amount of \$33,000.00;
- (yyyyyyyyyyyy) Ping Chen, Plan No. 176151 in the amount of \$50,000.00;
- (zzzzzzzzzzz) Richard L. Robbins, Plan No. 174911 in the amount of \$40,000.00;
- (aaaaaaaaaaaa) Stephanie Allain, Plan No. 142216 in the amount of \$62,900.00;
- (bbbbbbbbbbbb) Terry Mon Chang Lui, Plan No. 144466 in the amount of \$52,000.00;
- (ccccccccccc) Xi Hui Zang, Plan No. 144990 in the amount of \$50,000.00;
- (ddddddddddd) Xianjia Li, Plan No. 145190 in the amount of \$32,600.00;
- (eeeeeeeeeee) Yan Ling Hao, Plan No. 176226 in the amount of \$30,000.00;

- (mmmmmm) Yan Xiong, Plan No. 176220 in the amount of \$30,000.00;
- (gggggggggggg) Yong Yan, Plan No. 176225 in the amount of \$43,300.00;
- (hhhhhhhhhhhh) Feizhou Wang, Plan No. 145703 in the amount of \$39,000.00;
- (iiiiiiiiiii) Grace Yuhong Bi, Plan No. 148809 in the amount of \$30,000.00;
- (jjjjjjjjjj) Hongyu Guo, Plan No. 145227 in the amount of \$50,400.00;
- (kkkkkkkkkkkk) Irina Gorya, Plan No. 176442 in the amount of \$30,000.00;
- (lllllllllll) Juntan Huang, Plan No. 176449 in the amount of \$30,000.00;
- (mmmmmmmmmmmm) Shoshana Lev, Plan No. 94425 in the amount of \$30,000.00;
- (nnnnnnnnnnnn) Stephen Che Chiu Yeung, Plan No. 176367 in the amount of \$50,000.00;
- (oooooooooooo) Tie Jun Chen, Plan No. 176366 in the amount of \$30,000.00;
- (pppppppppppp) Wenyang Xiong, Plan No. 176815 in the amount of \$30,000.00;
and
- (qqqqqqqqqqqq) Yan Chen, Plan No. 145702 in the amount of \$39,000.00.

APPENDIX "III"

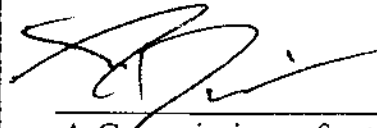
- 1) Chhaya Parikh in the amount of \$100,000.00;
- 2) Deepak R. Patel and Minaxi Patel in the amount of \$30,000.00;
- 3) Domenic Macri in the amount of \$50,000.00;
- 4) 2416653 Ontario Inc. (per: Robert Piluso) in the amount of \$350,000.00;
- 5) Simarpal Singh Ahluwalia in the amount of \$30,000.00;
- 6) Robert John Rowe and Rhea Crossfield in the amount of \$50,000.00;
- 7) Livi Solutions Inc. (per: Bruno Rosati) in the amount of \$30,000.00;
- 8) Yan Shen in the amount of \$50,000.00;
- 9) Susan Esposito in the amount of \$150,000.00;
- 10) Margarita Podoplelova in the amount of \$84,300.00;
- 11) Alexei Podoplelova in the amount of \$94,800.00;
- 12) Chuen Wha Wang in the amount of \$30,000.00;
- 13) Sandra McCormick in the amount of \$60,000.00;
- 14) 705306 Ontario Limited (per: Gun-Britt and Diethard Boettcher) in the amount of \$300,000.00;
- 15) Mukesh V. Lad and Manjulababen lad in the amount of \$30,000.00;
- 16) Wayne Brooks in the amount of \$30,000.00;
- 17) Nick S. Stavrinou in the amount of \$40,000.00;
- 18) Vacuum and Acrylic Creations Ltd. (per: Barbara Cunic) in the amount of \$50,000.00;
- 19) Salvador Bonoan and Catherine Bonoan in the amount of \$25,000.00;
- 20) Lilia Dias and Carlos Dias in the amount of \$50,000.00;
- 21) Armindo Fernandes and Idalina Fernandes in the amount of \$50,000.00;
- 22) Carmela Bertucci in the amount of \$30,000.00;
- 23) Dr. Melanie Datta-Bose Optometry Professional Corporation (per: Melanie Datta-Bose) in the amount of \$30,000.00;
- 24) Ian Griffiths in the amount of \$55,000.00;
- 25) Kelly D. Smith in the amount of \$30,000.00;
- 26) John Daniel and Stephen Tricanico in the amount of \$320,000.00; and
- 27) Trademarq Properties Inc. (Per: Steven Hill) in the amount of \$30,000.00.

APPENDIX "IV"

- 1) Andrew Bor-Terng Lui, Plan No. 67485172 in the amount of \$30,000.00;
- 2) Beatrice Dixon, Plan No. 67482786 in the amount of \$78,600.00;
- 3) Hasmukhbahen Patel, Plan No. 67485817 in the amount of \$35,500.00;
- 4) Jenni-Lyn Weeks, Plan No. 68123278 in the amount of \$52,000.00;
- 5) Kyoung Ae Na, Plan No. 67501959 in the amount of \$31,000.00;
- 6) Lilly Chunli Teng, Plan No. 67470375 in the amount of \$30,000.00;
- 7) Lorrinda Leigh Mabee, Plan No. 67480825 in the amount of \$40,000.00;
- 8) Martin Camiel Van Bommel, Plan No. 67491546 in the amount of \$30,000.00;
- 9) Maureen C. Bondar, Plan No. 67512805 in the amount of \$60,000.00;
- 10) Radu Turuta, Plan No. 67515409 in the amount of \$30,000.00;
- 11) Xue Ping Chen, Plan No. 67532754 in the amount of \$30,500.00;
- 12) Colleen Campbell, Plan No. 67545334 in the amount of \$40,000.00;
- 13) Dorothy Rego, Plan No. 67530483 in the amount of \$50,000.00;
- 14) Eugene Pilkiw, Plan No. 67514044 in the amount of \$36,200.00;
- 15) Eun-Ah Lee, Plan No. 67493878 in the amount of \$70,000.00;
- 16) Hae Jin Chung, Plan No. 68107731 in the amount of \$40,000.00;
- 17) Jennifer S. Peel, Plan No. 67477145 in the amount of \$30,000.00;
- 18) Jiwen Huo, Plan No. 67550395 in the amount of \$30,000.00;
- 19) Jocelyn E. Mercer, Plan No. 67479879 in the amount of \$30,000.00;
- 20) Jung Yul Yoon, Plan No. 67512815 in the amount of \$44,000.00;
- 21) Lynne Marie Eden, Plan No. 67514026 in the amount of \$40,000.00;
- 22) Marta Hajek, Plan No. 67481736 in the amount of \$37,000.00;
- 23) Robert John Rowe, Plan No. 67466475 in the amount of \$30,000.00;
- 24) Sathyendran Thuraiajah, Plan No. 68099531 in the amount of \$30,000.00;
- 25) Dong-Un Lee, Plan No. 67469220 in the amount of \$31,400.00;
- 26) Hyuk Jun, Plan No. 67546072 in the amount of \$48,800.00;
- 27) Jin-Ho Kim, Plan No. 68109894 in the amount of \$75,000.00;
- 28) Loyi Yang, Plan No. 67514295 in the amount of \$68,700.00;
- 29) David Puotinen, Plan No. 68073805 in the amount of \$50,000.00;
- 30) Ian Lucas, Plan No. 68109234 in the amount of \$45,000.00;

- 31) Saryu Shah, Plan No. 67482780 in the amount of \$25,000.00;
- 32) Andrew W. Sherk, Plan No. 67513926 in the amount of \$22,000.00;
- 33) Bernard Ngu, Plan No. 68117181 in the amount of \$30,000.00;
- 34) Giuseppe Gaudio, Plan No. 68124289 in the amount of \$30,000.00;
- 35) Hui Chi Wei, Plan No. 67791095 in the amount of \$31,000.00;
- 36) ohnathan Allan Walker, Plan No. 68120033 in the amount of \$30,000.00;
- 37) Michael D. Sellers, Plan No. 68124292 in the amount of \$30,000.00;
- 38) Robert A. Seabrook, Plan No. 67486051 in the amount of \$30,000.00;
- 39) Cidália Cunha, Plan No. 68131312 in the amount of \$38,000.00;
- 40) Paramjit Singh, Plan No. 67791237 in the amount of \$81,000.00;
- 41) Hyangshin Sim, Plan No. 67471992 in the amount of \$31,400.00;
- 42) Ilan Tabori, Plan No. 68132990 in the amount of \$33,300.00;
- 43) Elizabet Perez Rodriguez, Plan No. 67470027 in the amount of \$11,800.00;
- 44) Reshawn Devendra, Plan No. 67469712 in the amount of \$30,000.00;
- 45) Jacoba Gelderman, Plan No. 67483132 in the amount of \$50,000.00;
- 46) Idalina Dos Prazeres Botelho Dias Fernandes, Plan No. 68116860 in the amount of \$39,000.00;
- 47) Wieslaw Jackiewicz, Plan No. 67515414 in the amount of \$63,000.00;
- 48) Joseph F. Florio, Plan No. 68117882 in the amount of \$25,000.00;
- 49) Armindo Fernandes, Plan No. 68116865 in the amount of \$39,000.00;
- 50) Bao Ling Deng, Plan No. 68099456 in the amount of \$30,000.00;
- 51) Douglas A. Edmondson, Plan No. 68130826 in the amount of \$30,000.00;
- 52) Ian Lucas, Plan No. 68109234 in the amount of \$30,000.00;
- 53) Raymond Thomas, Plan No. 68129688 in the amount of \$45,000.00;
- 54) Courtney Bucknor, Plan No. 68099452 in the amount of \$94,300.00;
- 55) Sheila Frances Fillion, Plan No. 68124304 in the amount of \$65,000.00;
- 56) Jose Antonio Alfonso Canals, Plan No. 67514542 in the amount of \$28,000.00;
- 57) Jose Da Cunha, Plan No. 68127679 in the amount of \$30,000.00;
- 58) Gail Louise Brown, Plan No. 68117491 in the amount of \$30,000.00;
- 59) Mei-Ann Suharly, Plan No. 68110704 in the amount of \$73,300.00; and
- 60) Brenda Ballantyne, Plan No. 68155990 in the amount of \$45,000.00.

This is Exhibit "V", referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

**IN THE MATTER OF THE RECEIVERSHIP OF FORTRESS BROOKDALE INC., ET AL
RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD JUNE 11, 2018 TO SEPTEMBER 20, 2018**

RECEIPTS

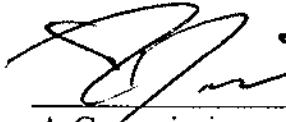
Transfer from Fortress Brookdale Inc.	\$	491,000
Deposits on hand - Empire		2,500,000
Interest		402
Total receipts	\$	2,991,402

DISBURSEMENTS

Term deposit	\$	2,500,000
Professional fees paid		
Receiver		170,310
Real estate counsel		40,337
Security		60,465
HST paid		36,963
Insurance		31,500
Site clean up		20,525
Appraisal fees		24,820
Newspaper advertisement		7,446
HST paid		5,248
PST paid		2,520
Filing fees paid to Official Receiver (3 estates)		210
Ascend license fee		275
Photocopies		254
Postage		142
Other disbursements		96
Total disbursements	\$	2,901,110
Excess receipts over disbursements	\$	90,293

This is **Exhibit "W"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.

Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.



A Commissioner for taking Affidavits, etc.

AGREEMENT OF PURCHASE AND SALE

1678-1704 Avenue Road, 375-377 Fairlawn Avenue and 412-416 Brookdale Avenue,
Toronto

This Agreement made as of August 23, 2018, 2018 between: **RSM CANADA LIMITED** solely in its capacity as receiver of Fortress Brookdale Inc. and not in its personal capacity (the “**Vendor**”), and **EMPIRE (WATER WAVE) INC.** (the “**Purchaser**”)

Recitals:

- A. Firm Capital Mortgage Fund Inc. (the “**Mortgagee**”) is the mortgagee under the Mortgage (as defined herein);
- B. The Mortgagee initiated power of sale proceedings under its Mortgage to sell the Purchased Assets;
- C. The Mortgagee privately appointed the Vendor pursuant to its security with the capacity to, among other things, market and sell the Purchased Assets; and
- D. The Vendor wishes to sell, and the Purchaser wishes to purchase, the Purchased Assets on the terms set out in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties covenant and agree as follows:

1.0 DEFINITIONS

In this Agreement:

- 1.1 “**Agreement**” means this agreement of purchase and sale together with the attached Schedules, as they may be amended or supplemented from time to time;
- 1.2 “**Applicable Laws**” means, with respect to the Purchased Assets and any Person, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Purchased Assets, Person, transaction or event;
- 1.3 “**Business Day**” means any day other than; (a) a Saturday, Sunday or statutory holiday in the Province of Ontario; (b) the Jewish holidays occurring on September 11, 12, 19, 24 and 25 and October 1 and 2, 2018;
- 1.4 “**CIM**” means the Confidential Information Memorandum prepared by the Receiver;

- 1.5 “**Claim**” means any claim, demand, action, cause of action, damage, loss, cost, liability or expense, including reasonable professional fees and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- 1.6 “**Closing**” means the completion of the sale to and purchase by the Purchaser of the Purchased Assets under this Agreement;
- 1.7 “**Closing Date**” means:
- (a) subject to paragraph (b), the date which is up to the third Business Day after the date that the Vesting Order is obtained (the “**Closing Deadline**”) but in any event not later than October 30, 2018, or as such date may be extended as provided for in Sections 8.5, 8.6 or 10.1 or such earlier or later date as the parties may agree to in writing;
 - (b) in the event that a stay of the Vesting Order is in effect prior to the Closing Deadline (or Closing, if earlier), then the Closing Date shall be the 5th Business Day following the Vesting Order being obtained in Final Form;
- 1.8 “**Damage Deduction**” has the meaning given to it in Section 6.2;
- 1.9 “**Data Room**” means the electronic data room established by or on behalf of the Vendor containing documents related to the Purchased Assets for review by the Purchaser;
- 1.10 “**Debtor**” means Fortress Brookdale Inc.;
- 1.11 “**Deposit**” means the deposit in an amount equal to ■■■ of the Purchase Price paid to the Receiver, in trust, by the Purchaser by way of a lawyers’ certified cheque or a lawyers’ bank draft drawn upon a Schedule 1 Canadian chartered bank, or by bank wire in immediately available funds, payable as follows:
- (a) \$250,000 with this offer; and
 - (b) the balance of \$2.250,000 upon delivery of an executed Agreement from the Vendor, accepting this offer.
- 1.12 “**Effective Date**” means the date on which this Agreement is submitted by the Purchaser to the Vendor;
- 1.13 “**Encumbrance**” means in the case of any of the Purchased Assets any pledge, lien, charge, security agreement, security interest, lease, sublease, title retention agreement, mortgage, encumbrance, execution, easement, right-of-way, restrictive covenant, restriction, encroachment, option or adverse claim of any kind or character whatsoever, or similar interests or instruments charging or creating a

security interest in, or against title to, such Purchased Assets, whether created by agreement, statute or otherwise at law, attaching to the property assets or rights whether registered or unregistered;

- 1.14 “**Environmental Laws**” means any laws including written policies and guidelines and directives, administrative rulings or interpretations, that are in effect and applicable to the Vendor or the Property on the Closing Date, as well as the common law and any judicial or administrative order, consent decree or judgment that is in effect and applicable to the Vendor or the Property on the Closing Date, that relates to pollution or the protection of the environment, including the *Atomic Energy Control Act* (Canada), the *Canadian Environmental Protection Act* (Canada), the *Pest Control Products Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario), the *Ontario Water Resources Act* (Ontario) and the *Occupational Health & Safety Act* (Ontario), and the regulations and guidelines promulgated pursuant to them or issued by any Governmental Authority in respect thereof, and equivalent or similar local and provincial ordinances and statutory programs and the regulations and guidelines promulgated pursuant to them;
- 1.15 “**Excluded Assets**” means everything other than the Purchased Assets, including for greater certainty, any crane, scaffolding, formwork products, construction hoarding, fences and the like in or about the Purchased Assets that is leased or rented from a third party;
- 1.16 “**Final Form**” means, with respect to the Vesting Order, any appeal of the Vesting Order brought prior to the Closing Deadline in respect of which a stay is in effect, the date on which such appeal has been finally disposed of, and any corresponding appeal period following such disposition has expired;
- 1.17 “**Hazardous Materials**” means any contaminant, pollutant, waste, hazardous material, toxic substance, radioactive substance, petroleum, its derivatives, by-products and other hydrocarbons, dangerous substance or dangerous goods all as defined or identified in or pursuant to any Environmental Laws and includes without limitation any pollutant as defined in the *Environmental Protection Act* (Ontario);
- 1.18 “**including**” means including without limitation, and “**includes**” means includes, without limitation;
- 1.19 “**Lands**” means the lands described in the attached **Schedule A**;
- 1.20 “**Mortgage**” means the charge/mortgage of land from Fortress Brookdale Inc. to the Mortgagee registered against title to the Lands on June 7, 2017 as no. AT4591073;

- 1.21 **"Mortgagee"** has the meaning ascribed to it in Recital A;
- 1.22 **"Offers"** means:
- (a) agreements of purchase and sale for the purchase of condominium residential units, parking and locker units;
 - (b) rental agreements, if any, for rental units; and
 - (c) agreements of purchase and sale or agreements to lease for non-residential components of the building being constructed on the Lands forming part of the Purchased Assets,
- in each case as between the Debtor (or any predecessor) and such purchasers or tenants, as the case may be.
- 1.23 **"Outstanding Construction Liens"** means construction liens (including any related certificate of action) registered against title to the Lands that have not been vacated, discharged, released or otherwise removed or extinguished from title to the Lands as at the date of the Vesting Order;
- 1.24 **"parties"** means the Vendor and the Purchaser collectively and **"party"** means either one of them;
- 1.25 **"Permitted Encumbrances"** has the meaning given to it in Section 8.1;
- 1.26 **"Person"** means and is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the estate trustees or other legal representatives of an individual in such capacity;
- 1.27 **"Property Documents"** means the documents in the Data Room.
- 1.28 **"Purchased Assets"** means the Lands, together with any fixtures or improvements on the Lands but not including any Excluded Assets;
- 1.29 **"Purchase Price"** means the purchase price to be paid by the Purchaser to the Vendor for the Purchased Assets as provided in Section 5.1, subject to the usual adjustments;
- 1.30 **"Receiver"** means RSM Canada Limited, solely in its capacity as the receiver appointed over the Debtor;
- 1.31 **"Release"** means, in addition to the meaning given to it under any applicable environmental laws, any release, spill, leak, pumping, pouring, emission,

emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage or placement of any Hazardous Materials; and

- 1.32 “**Vesting Order**” means an Order of the Ontario Superior Court of Justice (Commercial List) vesting title in the Purchased Assets to the Purchaser subject only to the Permitted Encumbrances, as provided for in Section 9.6.

2.0 SCHEDULES

- 2.1 Schedules - The following are the schedules attached to and incorporated in this Agreement by reference and deemed to be part of this Agreement:

Schedule A – Lands; and
Schedule B – Permitted Encumbrances.

3.0 PROPERTY AND ASSETS TO BE PURCHASED AND SOLD

3.1 Purchased Assets

Subject to the terms and conditions of this Agreement, the Vendor agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Vendor, the Purchased Assets on the Closing Date.

- 3.2 Data Room and Property Documents - The Purchaser acknowledges that, prior to the Effective Date, the Vendor has provided the Purchaser access to the Data Room and that the Purchaser has had sufficient opportunity to review, and has satisfied itself with respect to, the Property Documents. The Vendor is not aware of any material amendment to such Property Documents or similar material document in its possession or control omitted from the Data Room (and not within the possession or control of the Purchaser or otherwise known to the Purchaser or its representatives and advisors). If for any reason the transaction is not completed, the Purchaser shall forthwith return any copies of the Property Documents and delete any electronic copies of them in its possession or control. The Vendor makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained in the any of the Property Documents.

4.0 TITLE TO THE PURCHASED ASSETS

- 4.1 Sale - The Purchaser acknowledges that: (i) the Mortgagee has initiated sale proceedings under the power of sale provisions contained in the Mortgage and under Part III of the *Mortgages Act* with respect to the Lands; and (ii) the Vendor is completing the within sale to the Purchaser pursuant to a Vesting Order as provided for in Section 9.6. The Vendor shall not be required to register a discharge of any Encumbrance except for the Outstanding Construction Liens and any mortgage, lien or other financial encumbrance registered prior to and having

priority over the Mortgage and not to be assumed or accepted under this Agreement by the Purchaser or vested out by a Vesting Order.

- 4.2 Default by Debtor – The Vendor has represented to the Purchaser that on the Effective Date there is default under the Mortgage and the Mortgagee has (or shall have prior to the date of the Vesting Order) complied with the provisions of the *Mortgages Act* and the *Bankruptcy and Insolvency Act* that entitle the Mortgagee to exercise the power of sale and the Vendor to sell the Purchased Assets and complete such sale by way of a request for a Vesting Order as contemplated by this Agreement.
- 4.3 Description - The description of the Purchased Assets is believed to be correct, but if any misstatement, error or omission is found in the particulars of them, the Purchaser shall not be entitled to any abatement, damages or to termination of this Agreement.
- 4.4 As-Is, Where-Is - The Purchaser acknowledges and agrees that:
- 4.4.1 Permitted Encumbrances - on Closing, title to the Purchased Assets shall be subject solely to the Permitted Encumbrances and the Purchaser shall have satisfied itself as to all matters in respect of the Purchased Assets as at the Effective Date;
- 4.4.2 Investigations - in entering into this Agreement, the Purchaser has relied and will rely entirely and solely upon its own inspections and investigations with respect to the Property Documents, the Purchased Assets, including the physical and environmental condition of the Purchased Assets and has relied solely upon its own judgement resulting from doing so and has not relied and, other than the Property Documents, will not rely on any information, written or oral, furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor (including the Mortgagee or any agent of the Vendor, value of the Purchased Assets, adequacy, marketability, quantity, location, condition, quality, fitness or state of repair). The information in the CIM, the Data Room (and the Property Documents in the Data Room) and description of the Purchased Assets in any marketing material, listing information, and any like material delivered or made available by the Vendor, its agents or any other party on its behalf to the Purchaser or its representatives are believed to be correct by the Mortgagee, but if any misstatement, error, inaccuracy or omission (collectively the “**Inaccuracies**”) is found in the them, the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result of them and the Purchaser releases the Vendor and the Mortgagee and their respective agents from any Claims the Purchaser had, has or may have as a result of such Inaccuracies. Following the execution of this Agreement by both parties to and including the Closing Date, the Purchaser, its employees, officers, agents and consultants shall be entitled to inspect the Purchased Assets and conduct tests thereon, provided that the Purchaser shall proceed, and be responsible for any

damage caused by any such inspections or tests, as provided for in Sections 6.2 and 6.3;

4.4.3 No Representations - the Vendor makes no representations or warranties with respect to the physical condition or any other aspect of the Purchased Assets or the transaction contemplated by this Agreement including, (i) the structural integrity and the quality and workmanship of any improvements, building(s) or structures on the Lands, (ii) the conformity of the building(s) to any plans or specifications for the Lands (including any plans and specifications that may have been or that may be provided to the Purchaser), (iii) the use of the Purchased Assets and their conformity to past, current or future applicable zoning or building code requirements, (iv) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, (v) the sufficiency of any undershoring, (vi) the sufficiency of any drainage, (vii) whether the Lands are located wholly or partially in a flood plain or a flood hazard boundary or similar area, (viii) the existence or non-existence of underground storage tanks, (ix) any other matters affecting the stability or integrity of the Lands, or any building(s) and/or structure(s) situated on or as part of the Lands, (x) the availability of public utilities and services for the Lands or the potability of the water, (xi) the fitness or suitability of the Lands for occupancy or any intended use (including matters relating to health and safety), (xii) the potential for further development of the Lands, (xiii) the existence of vested land use, zoning or building entitlements affecting the Lands, (xiv) compliance of any improvements with any plans or bylaws or laws or *Building Code* requirements. (xv) whether the Lands contain any substances that may be considered a contaminant within the meaning of the *Environmental Protection Act* (Ontario), (xvi) the presence of urea formaldehyde, mould, asbestos, or Hazardous Materials, (xvii) any outstanding work orders, deficiency notices, orders to comply, any open building permits, or any other non-compliance with Applicable Laws, including Environmental Laws; and (xviii) the insurability of the Purchased Assets.

4.4.4 As-Is, Where-Is - the Purchased Assets are being purchased, accepted and assumed by the Purchaser on an “As-Is, Where-Is” basis. The term “**As-Is, Where-Is**” means in their condition or state on the Effective Date and as of Closing and without any agreement, representation or warranty, statutory or otherwise as to the: (i) suitability of the Lands for development, the existence of patent and latent defects; (ii) the quality of the Purchased Assets (including any environmental condition of them arising as a result of the presence or Release of Hazardous Materials); (iii) the Permitted Encumbrances; and (iv) any matter in respect of it is stated in this Agreement that the Vendor makes or gives no representation or warranty;

4.4.5 Use - this Agreement is made without representation, warranty or condition by or on behalf of the Vendor with respect to the fitness, condition, zoning or lawful use of the Purchased Assets. The Purchaser will accept the

Purchased Assets "As- is, Where-Is" on the day of Closing without regard for its state of repair, or location, and subject to all Applicable Laws, agreements, restrictions or building permits or work orders, deficiency notices, orders to comply, open building permits, directions, retrofit requirements of the applicable fire department, infractions or any other non-compliance of municipal zoning by-laws, provincial or federal laws, outstanding levies, impost charges, sewer charges, any other development charges, or any fees of any nature or kind affecting or regarding its condition or use, as well as all registered or unregistered restrictions, agreements, rights-of-way, easements or covenants that run with the land regardless of whether there is compliance. No representation, warranty or condition is expressed or may be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets.

4.4.6 No Warranties - as part of (and without limiting) the Purchaser's agreement to purchase and accept the Purchased Assets "As-Is, Where-Is", the Purchaser unconditionally and irrevocably waives any and all actual or potential rights that the Purchaser might have against the Vendor regarding any form of warranty, express or implied, of any kind or type (including all applicable statutory warranties). Except as may otherwise be specifically provided in this Agreement, such waiver is absolute, complete, total and unlimited in every way. Such waiver includes a waiver of express warranties, implied warranties, warranties of fitness for a particular use or purpose, warranties of merchantability, warranties of occupancy, all applicable statutory warranties, strict liability rights, and claims of every kind and type, including, but not limited to, claims regarding defects which might have been discoverable, claims regarding defects that were not or are not discoverable, faulty construction of the improvements on the Lands, including any defects in the improvements, product liability claims, product liability type claims, and all other extent or later created or conceived of strict liability or strict-liability type claims and rights.

- 4.5 Personal Property – The Purchaser acknowledges that the Vendor has no proprietary interest in, nor title to any chattels or other personal property, or the Excluded Assets, presently located on, upon, around or forming part of the Lands or used in connection with them. If any personal property is left on the Lands as of Closing, it shall be on an "As-Is, Where-Is" basis with no warranty or representation that the Vendor has any property interest in them, and the Vendor will not provide a bill of sale on Closing in respect of any personal property nor be liable to the Purchaser if they have been removed from the Lands before Closing. The Vendor shall not be obligated to remove any chattels, moveables or Excluded Assets that may have been left on the Lands.
- 4.6 Tangible Personal Property - The Purchaser acknowledges and agrees any chattels, or other tangible personal property ("**Chattels**") or the Excluded Assets on the Lands may be removed by their lawful and rightful owners or by secured

parties or the Vendor before, on or after Closing and the Purchaser agrees to allow them or the Vendor to remove such Chattels or Excluded Assets.

- 4.7 Evidence of Title - The Vendor shall not be required to furnish or produce any abstract, deed, declaration, survey or any other document or evidence of title except those in its possession.

5.0 PURCHASE PRICE

- 5.1 Payment - The Purchase Price for the Property shall be [REDACTED]. The Purchase Price shall be paid and satisfied as follows by the following payments by the Purchaser by wire transfer in immediately available funds:

5.1.1 payment of the Deposit to the Vendor by the Purchaser as provided for in Sections 1.11(a) and (b), to be held in trust by the Vendor, without interest, pending completion or other termination of this Agreement and to be credited toward the Purchase Price on Closing; and

5.1.2 the balance, subject to the adjustments, to the Vendor's lawyer (or as he or she may further direct) on Closing.

- 5.2 Adjustments - The Purchase Price for the Lands shall be subject to the usual adjustments which shall include realty taxes, local improvements and water rates if not metered computed as of the Closing Date, which date shall be charged to the Purchaser.

- 5.3 Deposit -

5.3.1 The Deposit shall be returned to the Purchaser without interest forthwith on termination of this Agreement, subject to the Damage Deduction: (a) if the transactions contemplated in this Agreement do not close through no default of the Purchaser or due to the default by the Vendor or (b) as expressly provided elsewhere in this Agreement.

5.3.2 If, however, the transactions contemplated in this Agreement do not close due to the default by the Purchaser, then the Vendor may at its option terminate this Agreement and require that the Deposit be forfeited to the Vendor as liquidated damages and not as a penalty as the sole remedy of the Vendor.

5.3.3 If the Vesting Order is not obtained on or before October 30, 2018, or as such date may be extended as provided for in Sections 8.5, 8.6 or 10.1, the Deposit, subject to the Damage Deduction, shall be returned to the Purchaser without interest forthwith on termination of this Agreement under Section 9.6 and parties shall have no further obligations under this Agreement.

5.4 Taxes - The Purchaser shall be liable and shall pay all land transfer taxes, federal and provincial sales taxes and all other taxes, duties or other like charges properly payable upon and in connection with the conveyance and transfer of the Purchased Assets to the Purchaser.

5.5 HST - Harmonized sales tax under the *Excise Tax Act*, (Canada) (“HST”) shall be in addition to and not included in the Purchase Price. The Purchaser represents, warrants and agrees that with respect to the purchase by the Purchaser of the Lands:

(a) it is or will on the Closing Date be registered for the purposes of the goods and services tax or, if applicable, the harmonized sales tax, imposed under the *Excise Tax Act* (collectively, “HST”);

(b) it will remit directly to the Receiver General of Canada the goods and services tax payable and file the prescribed Form GST 60 pursuant to section 228(4) of the *Excise Tax Act* (or such other form as may be prescribed and applicable for HST) in connection with the purchase of the Lands described in this Agreement;

(c) it will indemnify the Vendor in respect of liability that the Vendor may incur as a result of any HST payable by the Purchaser as a result of this transaction;

(d) the Lands transferred pursuant to this Agreement are: (i) being purchased by the Purchaser (or the corporation to be incorporated by the Purchaser and taking title on Closing) as principal for its own account and are not being purchased by the Purchaser (or the corporation to be incorporated by the Purchaser and taking title on Closing) as an agent, trustee or otherwise on behalf of or for another Person; and (ii) do not constitute a supply of a residential complex made to an individual for the purposes of paragraph 221(2)(b) of the *Excise Tax Act*; and

(e) the representations, warranties, agreements and indemnity contained in this Section 5.5 shall survive closing and be embodied in an indemnity prepared by the lawyer for the Vendor and to be delivered by the Purchaser to the Vendor on or before Closing, failing which HST shall be collected and remitted by the Vendor in accordance with applicable legislation.

6.0 INSPECTION OF PURCHASED ASSETS

6.1 Access – The Purchaser acknowledges that it has had sufficient opportunity to inspect the Purchased Assets prior to the Effective Date including having conducted such appraisals, surveys and building condition inspections as the Purchaser has required.

- 6.2 Damage Deduction – The Purchaser (at the Purchaser’s sole cost and expense) shall repair any damage created by such inspections to the satisfaction of the Vendor. The Purchaser acknowledges that it shall be responsible for the fees and disbursements of the Vendor’s engineer if required by the Vendor acting reasonably in connection with advising on any repair of such damage caused by the Purchaser during the course of its inspection of the Lands. If this Agreement is terminated and if under this Agreement the Purchaser is entitled to the return of the Deposit but the Purchaser fails to restore and repair the Property as required above, the Vendor shall be entitled to deduct the estimated cost of such restoration and repair from the Deposit (the “**Damage Deduction**”) that is payable to the Purchaser upon such termination. The Purchaser irrevocably directs the Vendor and the Vendor’s lawyer to pay such Damage Deduction to the Vendor. The provisions in this Section 6.2 shall survive the termination of this Agreement.
- 6.3 Inspections - The Purchaser shall have access until Closing to the Lands to carry out such reasonable inspections and test with respect to the Lands as the Purchaser may deem necessary provided that the Purchaser: (a) gives two (2) Business Days’ prior written notice to the Vendor (who shall have the right to accompany the Purchaser on any visits to the Lands); and (b) shall comply with the Vendor’s insurance, health and safety protocols and requirements.

7.0 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

- 7.1 The Purchaser represents and warrants to the Vendor as follows:
- 7.1.1 The Purchaser: is now, and on the Closing Date will be, a corporation duly incorporated and organized, validly subsisting, and in good standing under the laws of its incorporating jurisdiction; and has now, and on the Closing Date will have, the corporate power and authority to own the Purchased Assets as contemplated by this Agreement;
- 7.1.2 The Purchaser will pay all costs, and obtain any additional insurance protection as deemed necessary by the Purchaser to protect the Purchased Assets from the Effective Date until the Closing Date.
- 7.1.3 The Purchaser agrees to indemnify and save the Vendor harmless from any act or omission of the Purchaser from the Effective Date to the Closing Date with respect to the Purchased Assets.

8.0 EXAMINATION OF TITLE

- 8.1 Acceptance of Title; Permitted Encumbrances - Despite any other provision of this Agreement, the Purchaser agrees to accept title to the Purchased Assets subject only to the specific registrations and general encumbrances and other matters listed in the attached **Schedule "B"** (collectively, the "**Permitted Encumbrances**"), and not including any Outstanding Construction Liens, which shall be discharged or vacated on Closing by the Vesting Order if not discharged or vacated prior thereto.
- 8.2 Title Examination - The Purchaser acknowledges that prior to the Effective Date it examined, and satisfied itself with respect to, title to the Purchased Assets, subject only to the Permitted Encumbrances (which Permitted Encumbrances are acceptable to the Purchaser).
- 8.3 Limitations on Requisitions - Despite any statutory provision to the contrary and except expressly as set out in this Agreement, the Purchaser has no right to submit requisitions on title (other than in respect of any Outstanding Construction Liens) or conveyancing. However, the Purchaser shall have the right to requisition the Vendor solely in regard to: (i) matters of title or conveyance that arise as a result of registrations that are made after the Effective Date and before the Vesting Order is obtained, provided that they are not extinguished by the Vesting Order, and (ii) Outstanding Construction Liens, which shall be discharged or vacated on Closing by the Vesting Order if not discharged or vacated prior thereto. In no event shall the Purchaser have any right to bring an action for specific performance with or without an abatement of the Purchase Price or for damages (or both) with respect to any requisition.
- 8.4 Requisitions - If the Purchaser submits after the Effective Date and before the Closing Date any valid requisition permitted under this Agreement to title to the Lands that the Vendor is unable or unwilling to remedy on or before Closing Date and that the Purchaser will not waive, then, despite any intermediate acts or negotiations, the Vendor on written notice to the Purchaser at any time until the Closing Date (or the Purchaser on written notice to the Vendor on the Closing Date) may terminate this Agreement or, alternatively, the Purchaser may require that any valid requisition (not otherwise satisfied) be discharged or extinguished by such Vesting Order failing which this Agreement shall be terminated. In either case on such termination, this Agreement shall be at an end, the Vendor shall not be liable to the Purchaser for any costs, damages, losses or expenses incurred by the Purchaser, the Deposit (without interest) shall be returned to the Purchaser forthwith subject to deduction for the Damage Deduction and the parties shall have no further obligations or liabilities under this Agreement.
- 8.5 Extension - Despite Section 8.4, if the Vendor or Purchaser is of the view, in its respective sole arbitrary and subjective discretion, that it cannot remedy such requisition on or before the Closing Date but that it would be possible to remedy

it given further time to do so (including by title insurance as contemplated under Section 8.6), then the Vendor or the Purchaser, in its sole and absolute discretion, may extend the Closing Date, from time to time for up to 30 days (upon written notice to the other party to be delivered initially within 10 Business Days after receiving any such requisition from the Purchaser and thereafter on five (5) Business Days' written notice) to attempt to remedy such requisition (provided that, for clarity, each of the Vendor and Purchaser reserves their respective right referred to above in this Section 8.5 to terminate this Agreement or seek to remedy such requisition pursuant to the Vesting Order, failing which this Agreement shall terminate if the Vendor is unable or unwilling to remedy such requisition).

- 8.6 Title-Insurable Objection – If the Purchaser delivers to the Vendor in writing as permitted under this Agreement any valid objection to title to the Lands, the Vendor may at its sole, arbitrary and subjective discretion extend the Closing Date as provided for in Section 8.5. The Purchaser agrees that if a title insurance company is willing to insure over any such issue raised provided that it is a minor title issue that does not go to the root of title (with forced-removal, successor-insured and mortgagee coverage and with or without marketability coverage), the Purchaser agrees to purchase a title insurance policy at the Purchaser's sole expense and close the transactions contemplated under this Agreement. If the Vendor is unable to resolve any such issue and title insurance coverage cannot be obtained, then the Vendor or the Purchaser at its respective sole, arbitrary and subjective discretion may terminate this agreement or seek rectification pursuant to the Vesting Order, failing which such termination shall result by notice in writing to the other party. Upon such termination, this Agreement shall be at an end, the Vendor shall not be liable to the Purchaser for any costs, damages, losses or expenses incurred by the Purchaser, the Deposit (without interest) shall be returned to the Purchaser forthwith subject to deduction for the Damage Deduction and the parties shall have no further obligations or liabilities under this Agreement.
- 8.7 Risk - Until Closing: the Purchased Assets shall be and remain at the risk of the Vendor; and the Vendor shall hold any insurance policies and the proceeds in trust for the parties. The Vendor shall notify the Purchaser immediately on request of the particulars of insurance on the property. If there is damage to the Lands before Closing greater than \$1,000,000 as determined by the Vendor's architect, then the Purchaser may either (a) take the proceeds of the insurance policies (if any) and complete the purchase, or (b) terminate this Agreement, in which case the Deposit shall be returned to the Purchaser forthwith subject to deduction for the Damage Deduction (without interest) and the parties shall have no further obligations or liabilities under this Agreement. However, if the damage to the Lands is less than \$1,000,000, the Purchaser shall be entitled to the insurance proceeds (if any) and shall complete the purchase.

8.8 No Consents - The Vendor shall not be now, or at Closing, under any obligation under this Agreement or otherwise to request or obtain any consent, permit, licence, certification, authorization or approval, or to notify any federal, provincial, municipal or local government or governmental agency, board, commission or authority in respect of the transactions contemplated under this Agreement, except as may be expressly required under this Agreement. This Agreement shall be effective to create an interest in the Lands only if the subdivision control provisions of the *Planning Act* (Ontario) are complied with but the Vendor shall not be required to obtain any severance consent.

9.0 CLOSING ARRANGEMENTS

9.1 Closing Deliveries - The Closing shall take place on the Closing Date. The Vesting Order shall be delivered on Closing by or on behalf of the Vendor to the Purchaser.

9.2 Discharges - The Vendor shall not be required to deliver a discharge, release or reassignment of, without limitation, the Mortgage any other encumbrance registered against title to the Property subsequent to, or postponed or otherwise ranking subordinate to, the Charge that will be extinguished by the Vesting Order.

9.3 Tender – Subject to Section 9.4, any tender of documents or money may be made on the parties or their respective lawyer, and money shall be tendered by wire, certified cheque or bank draft.

9.4 Escrow Closing and Registration

9.4.1 Electronic Registration. If the electronic registration system (the “**Teraview Electronic Registration System**” or “**TERS**”) is in effect in the land registry office where the Lands are located, the following provisions of this Section 9.4 shall apply:

9.4.2 DRA. The Vendor’s and the Purchaser’s respective lawyers shall be authorized TERS users and in good standing with the Law Society of Upper Canada. The parties authorize them to enter into a document registration agreement in the form adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 or any successor version to it (the “**Document Registration Agreement**” or “**DRA**”), together with the additional requirement that the registering lawyer shall also be obliged to provide the non-registering lawyer with a copy of the registration report printed by TERS upon the registration of the electronic documents, as evidence of the registration of them, within one Business Day following the Closing Date. The DRA shall outline or establish the procedures and timing for completing the transaction contemplated by this Agreement electronically, and shall be executed by each Party’s lawyer and exchanged by PDF, courier or fax between such lawyers (so that each lawyer has a PDF, photocopy or faxed copy of the DRA

duly executed by both lawyers) by no later than one Business Day before the Closing Date.

9.4.3 Delivery. The delivery and exchange of the closing documents and the balance of the Purchase Price, and the release of them to the applicable party:

(a) shall not occur contemporaneously with the registration of the Vesting Order for the Lands and other closing documents, if any, to be registered electronically; and

(b) shall be governed by the DRA, pursuant to which the lawyer receiving any closing documents, or the balance of the Purchase Price, will be required to hold them in escrow, and will not be entitled to release them except in accordance with the DRA;

9.4.4 Copies. Each of the parties agrees that the delivery of any of the closing documents not intended or required to be registered against title to the Lands may be delivered to the other party or its lawyer by PDF or faxed copies, with the originally signed copies of them delivered within two (2) Business Days afterwards;

9.4.5 Tender. Despite anything contained in this Agreement or in the DRA to the contrary, an effective tender shall be deemed to have been validly made by either party (in this Section called the “**Tendering Party**”) upon the other party (in this Section called the “**Receiving Party**”) when the lawyer for the Tendering Party has:

(a) delivered all applicable closing documents or the balance of the Purchase Price (or both, as applicable) to the Receiving Party’s lawyer in accordance with this Agreement and the DRA;

(b) notified the lawyer for the Receiving Party in writing that the Tendering Party is ready, willing and able to complete the Transaction contemplated by this Agreement in accordance with this Agreement; and

(c) completed all steps required by TERS in order to complete the Transaction contemplated by this Agreement that can be performed or undertaken by the Tendering Party’s lawyer without the co-operation or participation of the Receiving Party’s lawyer, and specifically when the Tendering Party’s lawyer has electronically “signed” the Vesting Order and any other closing document, if any, to be registered electronically for completeness and granted “access” to the Receiving Party’s lawyer (but without the Tendering Party’s lawyer releasing it for registration by the Receiving Party’s lawyer).

9.5 Single Transaction. Subject to Section 9.4, all documents and payments shall be delivered in escrow as specified in this Agreement on the Closing Date pending registration of the Closing Documents as reasonably required by the lawyers for the Parties and receipt of such evidence as they shall reasonably request that all

conditions of this Agreement have been satisfied. It is a condition of Closing that all matters of payment, execution and delivery of documents by each party to the other and the acceptance for registration of the appropriate documents in the appropriate offices of public record shall be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the Closing until everything required at the closing has been paid, executed and delivered and until all documents have been registered.

9.6 Vesting Order –

9.6.1 Obtaining Order - Despite anything contained in this Agreement to the contrary, this Agreement is subject to the condition (which condition has been inserted for the benefit of both parties and may be waived only by both parties) that the Vesting Order is sought and obtained from the Court at the expense of the Vendor on or before the Closing Date (as it may be extended by the Vendor or the Purchaser in accordance with this Agreement). If either party does not in writing waive this condition, such party shall be deemed to not have waived this condition. If the requested Vesting Order is not granted by the Court (and this condition is not waived in writing by both parties) within the time provided for above, this Agreement shall be at an end, the Vendor shall not be liable to the Purchaser for any costs, damages, losses or expenses incurred by the Purchaser, the Deposit (without interest) shall be returned to the Purchaser forthwith subject to deduction for the Damage Deduction and the parties shall have no further obligations or liabilities under this Agreement.

9.6.2 Terms of Order – The Vesting Order to be sought shall include the following terms:

- (a) an order that from the closing proceeds, the total amount of the outstanding indebtedness secured by the Mortgage, including all costs and interest to the date of Closing, be paid to the Mortgagee and the balance be paid into Court on application of the Vendor;
- (b) a declaration that the Outstanding Construction Liens have been vacated or extinguished or an order declaring that they are vested out on Closing if not discharged or vacated prior thereto;
- (c) a declaration that Purchaser takes title to the Purchased Assets on Closing free and clear of and from any and all liens, claims, charges, demands, security interests, pledges, hypothecations, mortgages, trusts or deemed trusts (in each case, whether contractual, statutory or otherwise) executions, levies or other financial, or monetary claims and encumbrances of any nature and kind whatsoever whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise and without limiting the generality of the foregoing, any Offers or other rights or claims of the purchasers or tenants under the Offers; and

(d) a declaration that the net proceeds of sale (after payment of the Mortgage) stand in place and instead of the Purchased Assets and that all claims and encumbrances shall attach to the net proceeds of sale from the Purchased Assets on Closing with the same priority as they had with respect to the Purchased Assets immediately prior to the sale of the Purchased Assets.

9.6.3 Permitted Encumbrances – For clarity, the Purchaser accepts title on Closing subject to the Permitted Encumbrances and accordingly the Permitted Encumbrances are not being vested out by the Vesting Order.

9.6.4 Approval of Order – The Vendor, acting reasonably, shall prepare and deliver a draft of the proposed Vesting Order (which shall include in all material respects the provisions set out in Section 9.6.2) to the Purchaser for its approval, acting reasonably, five (5) Business Days prior to the proposed Vesting Order being served on all parties entitled to receive notice of the application to Court. The Vesting Order sought from the Court by the Vendor (or supported by the Vendor if sought in an application brought by the Mortgagee) shall be substantially the same as the draft reviewed and approved by Purchaser.

10.0 EXTENSION OF CLOSING OR TERMINATION OF AGREEMENT

10.1 Litigation – Either the Vendor or the Purchaser has the right in its sole, subjective and arbitrary discretion to extend the Closing Date under Section for a period of up to 30 days by notice in writing delivered to the other party or its lawyer at any time before the Vesting Order is obtained if an application for an injunction restraining the sale, an improvident sale action to restrain the sale, or any other application, action or motion that may adversely affect the Vendor's ability to recover and collect the money due to the Mortgagee, has been brought or is threatened to be commenced by any party having an interest in the Lands (collectively an "**Injunction**"). In the event that the Injunction has not been resolved within such 30-day period so that the Closing may occur, this transaction shall be terminated. Upon such termination, the Vendor's obligations under this Agreement shall be at an end and the Vendor shall not be liable to the Purchaser for any costs, damages, losses or expenses incurred by the Purchaser and the Purchaser's Deposit shall be returned without interest and subject to deduction for the Damage Deduction.

11.0 NOTICES

11.1 Notice - Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement (a "**Notice**") shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by email, fax or other similar means of electronic communication, in each case to the applicable address set out below:

(a) in the case of the Purchaser, addressed to it	a) in the case of the Vendor, addressed to
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<p>at:</p> <p>Empire (Water Wave) Inc. 125 Villarboit Crescent Vaughan, Ontario, L4K 2K4 Attention: Daniel Guizzetti, President Fax: 905-307-8103 Email: dgguizzetti@empirecommunities.com</p> <p>With a copy to:</p> <p>Morty Gross VP, Legal and General Counsel Empire 125 Villarboit Crescent Vaughan, Ontario, L4K 2K4 Attention: Daniel Guizzetti, President Fax: 905-307-8103 Email: mgross@empirecommunities.com</p> <p>And with a copy to:</p> <p>Borden Ladner Gervais 22 Adelaide Street West Suite 3400 Toronto, ON M5H 4E3 Attention: Xue Yan Fax: 416-682-2821 Email: xyan@blg.com</p>	<p>it at:</p> <p>RSM Canada Limited 11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7 Attention: Bryan A. Tannenbaum, President Fax: 416-480-2646 Email: bryan.tannenbaum@rsmcanada.com</p> <p>With a copy to:</p> <p>Meyer, Wassenaar & Banach, LLP 301 - 5001 Yonge Street Toronto, Ontario M2N 6P6 Attention: Joseph Fried Fax: 416-223-9405 Email: jfried@mwb.ca</p> <p>And with a copy to:</p> <p>Thornton Grout Finnigan LLP Suite 3200, TD West Tower, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 Attention: D. J. Miller Fax: 416-304-1313 Email: DJMiller@tgf.ca</p>
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11.2 Delivery - Any Notice so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of emailing or faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the Notice is so delivered, emailed, faxed or sent before 4:30 p.m. on such day. Otherwise, such Notice shall be deemed to have been given and made and to have been received on the next following Business Day. Any such Notice sent by mail shall be deemed to have been given and made and to have been received on the fifth (5th) Business Day following the mailing of it. However, no such Notice shall be mailed during any actual or apprehended disruption of postal services. Any such Notice given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

11.3 Change - Any Party may from time to time change its address under this Article 11.0 by Notice to the other Party given in the manner provided for in this Article 11.0.

12.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are

no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

13.0 SUCCESSORS AND ASSIGNS

This Agreement: (a) shall not be assigned by the Purchaser (except to an “affiliate” of the Purchaser as the meaning given to “affiliate” under the *Business Corporations Act* (Ontario) or Section 1.3 of National Instrument 45-106 provided that in either case the Purchaser gives prior written notice to the Vendor of such assignment and the assignee enters into an assumption agreement with the Vendor acceptable to the Vendor acting reasonably); and (b) may not be assigned by the Vendor. Subject to the foregoing, this Agreement shall enure to the benefit of the parties and their respective successors and assigns (permitted assigns in the case of the Purchaser), and be binding on, the parties and their respective successors and assigns.

14.0 CONFIDENTIALITY

14.1 Confidential Information - The Purchaser and its respective consultants, agents, bankers, lenders, advisors and lawyers shall keep confidential all information, documentation and records obtained from the Vendor or its consultants, agents, advisors or lawyers, including the Property Documents, with respect to the parties or the Purchased Assets, as well as any information arising out of the Purchaser’s access to the Vendor’s records and the Purchased Assets and its due diligence with respect to them (collectively, “**Confidential Information**”). Neither party shall use any Confidential Information for any purposes not related to the proposed purchase or any financing of the Purchased Assets by the Purchaser or in any way detrimental to the Vendor. Nothing in this Section shall restrict or prohibit the Purchaser from disclosing the Confidential Information to its consultants, agents, bankers, lenders, advisors and lawyers as long as such parties agree to keep such Confidential Information confidential or the Vendor receives such other assurances that are acceptable to the Vendor. The Confidential Information referred to in this section shall not include:

- (a) public information or information in the public domain at the time of receipt by a party or its consultants, agents, advisors and lawyers;
- (b) information that becomes public through no fault or act of a party or its consultants, agents, bankers, lenders, advisors or lawyers;
- (c) information in the possession of the Purchaser not provided by the Vendor or its consultants, agents, bankers, lenders, advisors and lawyers;
- (d) information required to be disclosed by law; or

- (e) information received in good faith from a third party lawfully in possession of the information and not in breach of any confidentiality obligations.
- 14.2 Return - If the Vendor and the Purchaser do not complete this Agreement for any reason, the Purchaser shall promptly return to the Vendor all Confidential Information including the Property Documents and all copies of them, and shall destroy all of the Purchaser's notes and due diligence materials containing Confidential Information related to this transaction and the Purchased Assets.
- 14.3 Disclosure - If the Purchaser is required or requested by legal process to disclose any Confidential Information, the Purchaser will provide the Vendor with prompt notice of such requirement or request so that the Vendor may seek an appropriate protective order or waive compliance with the provisions of this requirement or both. If the Purchaser is compelled to disclose Confidential Information to any court or tribunal or else stand liable for contempt or suffer other censures or penalty, the Purchaser may disclose such Confidential Information to the extent required without liability under this Agreement provided that the Purchaser shall give the Vendor advance written notice of the information to be disclosed and, at the request of the Vendor, shall seek to obtain assurances that such information will be accorded confidential treatment.

15.0 REGISTRATION

The Purchaser shall not register any notices of this Agreement or any assignment of it, or any caution, certificate of pending litigation, or any other instrument or reference to this Agreement or of its interest in the Purchased Assets. The Purchaser, at Vendor's option, shall be deemed to be in default under this Agreement if it makes any such registration or causes or permits any such registration to be made on title to the Lands before Closing. The Vendor shall be entitled to injunctive relief to cause the removal of such registration. If any such registration occurs, the Vendor may, at its option, terminate this Agreement and the Deposit shall be forfeited by the Vendor as liquidated damages and not as a penalty. The Purchaser irrevocably consents to a court order removing any such registrations and agrees to bear all costs incurred in obtaining such order.

16.0 COMMISSIONS

- 16.1 Vendor - The Vendor acknowledges that it is the responsibility of the Vendor to pay the fees, commissions and expenses payable to any agent retained by it in connection with the sale of the Purchased Assets. The Vendor shall indemnify and hold the Purchaser harmless from and against any and all claims that may be suffered or incurred, directly or indirectly, by the Purchaser arising from or in respect of any such fees, commissions and expenses of any such Vendor's agent.

16.2 Purchaser - The Purchaser represents and warrants to the Vendor that it has not entered into any agreement entitling any person to a valid claim against the Vendor for any broker's commission, finder's fee or any similar payment with respect to the purchase of the Purchased Assets. The Purchaser shall pay the fees, commissions and expenses payable to any such person entitled to it under any agreement entered into by such person with the Purchaser in connection with the purchase of the Purchased Assets and shall indemnify and hold the Vendor harmless from and against any and all claims that may be suffered or incurred, directly or indirectly, by the Vendor arising from or in respect of any such fees, commissions and expenses of any such person entitled to it under any agreement entered into by such person with the Purchaser.

17.0 LIMITATIONS

17.1 No Individual Liability - If any statement is made in this Agreement or in any document or instrument contemplated to be delivered in this Agreement by any individual who is an officer of any party to it, such statement shall be deemed to have been made in his or her capacity as an officer of such party and shall be made without personal liability to that individual.

17.2 Receiver - Any document or instrument executed or delivered by the Receiver relating to this Agreement or the Purchased Assets shall be deemed to be executed or delivered by the Receiver solely in its capacity as a Receiver of the Debtor and not in its personal or any other capacity. Any Claim against the Receiver shall be limited to and only enforceable against the property and assets held by or available to it in his capacity as Receiver and shall not apply to its own personal property and assets or property and assets held by it in any other capacity.

17.3 Release - The Purchaser agrees that it will fully and irrevocably release the Receiver from any and all Claims that the Purchaser may now have or hereafter acquire against the Receiver for any costs, loss, liability, damage, expense, demand, action or cause of action arising from the Purchaser's own due diligence and the Project Documents. The Receiver shall not be liable nor bound, in any manner, by any oral or written statements, representations or information pertaining to the Purchased Assets, or the operation of them, furnished by any real estate broker, agent, employee or other person.

18.0 GENERAL

18.1 Headings Etc. - The division of this Agreement into Sections, the insertion of headings, and the provision of any table of contents are for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context requires otherwise, words importing the singular include the plural and *vice versa* and words importing gender include all genders. Time shall be of the essence of this Agreement in all respects. All dollar amounts referred to in this Agreement are in Canadian funds. This Agreement shall be

governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada. References to statutes shall be deemed to be references to such statutes as they exist on the date of this Agreement, unless otherwise provided.

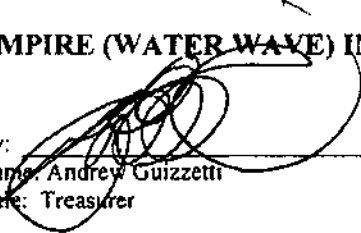
- 18.2 Time - Except as expressly set out in this Agreement, the computation of any period of time referred to in this Agreement shall exclude the first day and include the last day of such period. If the time limited for the performance or completion of any matter under this Agreement expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day. A time referred to means Toronto time.
- 18.3 Non Merger - The terms and provisions of this Agreement shall not merge on, but shall survive Closing without limitation.
- 18.4 Counterparts - This Agreement may be executed and delivered in counterpart and by PDF or fax
- 18.5 Offer and Acceptance - The Purchaser executes and delivers this Agreement as an offer to purchase on the terms set out in this Agreement. This offer shall be irrevocable by the Purchaser and open for acceptance by the Vendor until 9 p.m. (Toronto time) on August 23, 2018, after which time, if not accepted, shall be null and void. On acceptance by such time by the Vendor of this offer, a binding agreement of purchase and sale shall be created.

[Next page is the signature page]

IN WITNESS OF WHICH this Agreement has been executed by the Purchaser on August 23, 2018.

Purchaser:

EMPIRE (WATER WAVE) INC.

By: 
Name: Andrew Guizzetti
Title: Treasurer

I have authority to bind the Corporation

The Vendor hereby accepts the within offer on August 23, 2018.

Vendor:

RSM CANADA LIMITED, solely in its capacity as Receiver of Fortress Brookdale Inc. and not in its personal capacity

By: _____
Name: Bryan A. Tannenbaum
Title: President

By: _____
Name:
Title:

I/We have authority to bind the Corporation

Schedules:

- A – Lands; and
- B – Permitted Encumbrances

IN WITNESS OF WHICH this Agreement has been executed by the Purchaser on August 23, 2018.

Purchaser:

EMPIRE (WATER WAVE) INC.

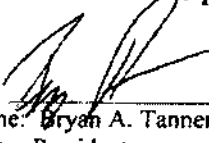
By: _____
Name: Andrew Guizzetti
Title: Treasurer

I have authority to bind the Corporation

The Vendor hereby accepts the within offer on August 23, 2018.

Vendor:

RSM CANADA LIMITED, solely in its capacity as Receiver of Fortress Brookdale Inc. and not in its personal capacity

By:  _____
Name: Bryan A. Tannenbaum
Title: President

By: _____
Name:
Title:

I/We have authority to bind the Corporation

Schedules:

- A - Lands; and
- B - Permitted Encumbrances

SCHEDULE A

LANDS

1678-1704 Avenue Road, 375-377 Fairlawn Avenue and 412-416 Brookdale Avenue,
Toronto

Legal Description of the Lands

Firstly:

PIN 10189-0865 (LT)

Lots 33 & 34 Plan 2371, Part of Lot 42A & Lot 43A Plan 2247, being Part 1 on Plan 66R-29204; Together with an Easement over Part 3 on Plan 66R-29204 as in AT4379990; Subject to an Easement as in AT4660181; Subject to an Easement as in AT4753130; City of Toronto

Secondly:

PIN 10189-0866(LT)

Lot 32, Plan 2371 York, being Part 2 on Plan 66R-29204; Subject to an Easement as in AT4660181; Subject to an Easement as in AT4753130; City of Toronto

SCHEDULE B

SPECIFIC PERMITTED ENCUMBRANCES

PART 1 - SPECIFIC

PINS 10189-0865 & 10189-0866 (LT)

1. Instrument No. 64BA895 registered on September 2, 1976 is a Boundaries Act Plan.
2. Instrument No. 64BA1481 registered on February 15, 1978 is a Boundaries Act Plan.
3. Instrument No. 64BA1152 registered on March 22, 1978 is a Boundaries Act Plan.
4. Instrument No. AT3585071 registered on May 20, 2014 is a Notice of a Section 37 Agreement between the City of Toronto (the "City") and Mady Avenue Road Ltd.
5. Instrument No. AT4303844 registered on August 9, 2016 is a Notice of a Section 111 Agreement with the City.
6. Instrument No. AT4303858 registered on August 9, 2016 is a no dealings Land Restriction in favour of the City.
7. Instrument No. AT4379989 registered on October 25, 2016 is a Notice of a Site Plan Agreement with the City.
8. Instrument No. AT4476610 registered on February 1, 2017 is a Notice Amending Instrument No. AT4286895 - Notice of Application for Absolute Title.
9. Instrument No. 66R29204 registered on March 13, 2017 is a Reference Plan.
10. Instrument No. AT4509599 registered on March 13, 2017 is an Application for Absolute Title by Fortress Brookdale Inc.
11. Instrument No. AT4660181 registered on August 21, 2017 is an easement in favour of Rogers Communications Inc.
12. Instrument No. AT4753130 registered on December 6, 2017 is an easement in favour of Enbridge Gas Distribution Inc.

BUILDING PERMITS

	No.
1.	16 115715 DEM 00 DM
2.	16 185027 DEM 00 DM

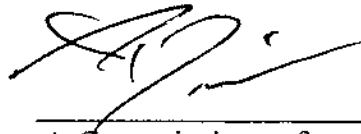
3.	16 185057 DEM 00 DM
4.	16 118258 DEM 00 DM
5.	10 286672 BLD 00 BA
6.	16 118290 DEM 00 DM
7.	14 266127 STS 00 CP
8.	14 266127 FND 00 CP
9.	14 266127 SHO 00 CP
10.	14 266127 DRN 00 DR
11.	14 266127 STS 00 DR
12.	14 266127 HVA 00 MS
13.	14 266073 STR 00 PP
14.	14 266073 PLB 00 PS
15.	14 266127 PLB 00 PS
16.	14 266127 BLD 00 NB
17.	14 266073 BLD 00 NB
18.	14 266073 HVA 00 MS
19.	14 266127 FND 00 PP
20.	14 266073 STR 00 CP
21.	16 120004 DEM 00 DM
22.	00 167837 CMB 00 NR
23.	16 120026 DEM 00 DM
24.	16 185006 DEM 00 DM
25.	16 109536 DEM 00 DM

PART 2 - GENERAL

1. All reservations, limitations, provisos and conditions expressed in any original grants from the Crown, as may be varied by statute;
2. Liens and inchoate liens for realty taxes, charges, rates and assessments and charges for utilities, in each case not yet due or in arrears;
3. The provisions of registered governing municipal by-laws, including those relating to zoning;

4. Any minor title defects or irregularities that in the aggregate do not materially affect the use, operation or marketability of the Purchased Assets;
5. Any rights of expropriation, access or use, or any other similar rights conferred or reserved by or in any statute of Canada or Ontario;
6. Any registered restrictions or covenants that run with the Lands including private deed restriction restrictions and public or private rights-of-way;
7. Any registered or unregistered regional, county, municipal governmental or other agreements, or agreements with publicly or privately regulated utilities;
8. Any easements for supply of domestic utilities, telephone service, drainage, storm and sanitary services, utility lines, cable lines, and other services to the Lands or over the Lands for the benefit of adjacent properties;
9. Any defects in title, discrepancies or other matters that would be disclosed by an up-to-date survey of the Lands; and
10. Any personal property financing statements registered against the registered owners of the Lands.

This is Exhibit "X", referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

Monday July 9, 2018

Dear Brookdale Purchaser,

This letter follows our most recent update of May 23, 2018.

As most of you are aware, on June 11, 2018, RSM Canada Limited was appointed as the Receiver in respect of the project lands. To the extent that you may want information about the receivership process and the timing of next steps, we would ask that you kindly direct your enquiries to the contact person for the Receiver as set out below:

Arif Dhanani
RSM Canada Limited
11 King Street West
Suite 700, PO Box 27
Toronto, Ontario
M5H 4C7
Telephone: (647) 725-0183
Facsimile: (416) 480-2646
E-mail: arif.dhanani@rsmcanada.com

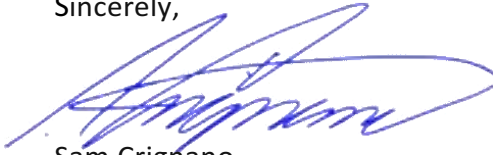
In light of recent developments, we understand that some of you may have questions concerning the return of your deposit funds. As we advised you previously, these funds continue to remain on deposit with the law firm of Goldman, Spring, Kichler & Sanders LLP. We have been able to obtain confirmation from the Receiver and all registered mortgagees that they will currently permit any purchasers wishing to do so, to terminate their agreements of purchase and sale and receive a refund of their deposits. If any of you wish to receive a return of your deposit funds, please direct your enquiries to the contact person:

Kelly Dennis
Goldman, Spring, Kichler & Sanders LLP
40 Sheppard Avenue West
Suite 700
North York, Ontario
M2N 6K9
E-mail: kelly@goldmanspring.com

As always, we will continue to provide you with updates periodically as they become available to us.

We thank you again for your patience and understanding.

Sincerely,



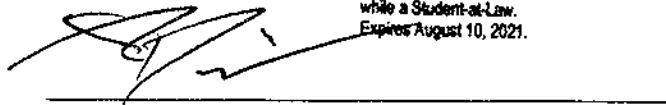
Sam Crignano
Founding Partner & President
Cityzen Development



Danny Salvatore
Chairman
Fernbrook Group of Companies

This is **Exhibit "Y"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.

Adem Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.



A Commissioner for taking Affidavits, etc.



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Leanne M. Williams
T: 416-304-0060
E: lwilliams@tgf.ca
File No. 1440-008

August 29, 2018

VIA EMAIL

Goldman, Spring, Kichler & Sanders LLP
Barristers and Solicitors
40 Sheppard Avenue West
Suite 700
Toronto, Ontario
M2M 6K9

Attention: **Sheldon Spring**

Dear Sir:

Re: **Fortress Brookdale Project**

As you are aware, our client, Firm Capital Mortgage Fund Inc. (“FCMFI”), privately appointed RSM Canada Limited as receiver (the “**Receiver**”) over Fortress Brookdale Inc. (“**FBI**”) to market and sell the real property owned by FBI. That marketing process has concluded and has resulted in a binding agreement of purchase and sale (the “**APS**”) between the Receiver and the purchaser.

The APS requires that title be conveyed to the purchaser pursuant to a Vesting Order, free and clear of any interest or contracts with unit purchasers. Attached please find a list of unit purchasers of which we are aware, that has been provided to us by FCMFI.

Please advise (i) if the attached list is incomplete; (ii) if there is updated contact information for any unit purchaser; and (iii) if any of the unit purchasers have terminated their purchase agreement and received a return of their deposit. To this end, we hereby request, on behalf of FCMFI and the Receiver, a copy of your firm’s trust statement indicating the amounts held in trust for unit purchasers together with a statement indicating the names of the unit purchasers who have terminated their agreement and received a return of their deposit from your firm’s trust account.

TGF

Thornton Grout Finnigan LLP

2.

Thank you in advance for your cooperation.

Yours truly,

Thornton Grout Finnigan LLP



Leanne M. Williams

This is **Exhibit "Z"**, referred to in the
Affidavit of Forrest Todd, sworn before me
this 20th day of September, 2018.



Adam Stuart Driedger, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires August 10, 2021.

A Commissioner for taking Affidavits, etc.

Subject: FW: Fortress Brookdale Project [IWOV-Client.FID111826]

From: Sheldon B. Spring [mailto:sspring@goldmanspring.com]
Sent: Thursday, August 30, 2018 10:12 AM
To: Leanne Williams <LWilliams@tgf.ca>
Subject: RE: Fortress Brookdale Project [IWOV-Client.FID111826]

Ms. Williams

I acknowledge receipt of your correspondence forwarded below. Please note that we have outstanding accounts with respect to this project and as such, are not prepared to do any further work or provide any information until these accounts are either paid or satisfactory arrangements are made for payment. In addition, we would be requiring confirmation of availability for payment of our fees and disbursements for the additional work required to satisfy your client's requirements.

Yours very truly



Sheldon B. Spring

**SUITE 700 • 40 SHEPPARD AVENUE WEST •
TORONTO
ONTARIO • M2N 6K9
TELEPHONE (416) 225-9400 EXT. 303 • FAX (416)
225-4805**

sspring@goldmanspring.com
www.goldmanspring.com

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From: Maria Magni [mailto:MMagni@tgf.ca] **On Behalf Of** Leanne Williams
Sent: Wednesday, August 29, 2018 9:15 AM
To: Sheldon B. Spring
Subject: Fortress Brookdale Project [IWOV-Client.FID111826]

Mr. Spring,

Please find attached correspondence of today's date.

Regards,



Leanne Williams | LWilliams@tgf.ca | Direct Line: +1 416 304 0060 | Thornton Grout Finnigan LLP | Suite 3200, TD West Tower, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

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IN THE MATTER OF Sections 97 and 100 of the Courts of Justice Act, R.S.O. 1990 c. C.43, as am.

FIRM CAPITAL MORTGAGE FUND INC.

- and -

**FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD
(2015) INC. and FERNBROOK HOMES (BROOKDALE) LIMITED**

Applicant

Borrowers

Court File No.: CV-18-604993-00CL

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

Proceedings commenced at Toronto, Ontario

**AFFIDAVIT OF FORREST TODD
(Sworn September 20, 2018)**

THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, Ontario M5K 1K7
Fax: (416) 304-1313

D.J. Miller (LSUC# 34393P)
Tel: (416) 304-0559 / Email: djmillier@tgf.ca

Leanne M. Williams (LSUC# 41877E)
Tel: (416) 304-0060 / Email: lwilliams@tgf.ca

Lawyers for the Applicant, Firm Capital Mortgage Fund Inc.

TAB 3

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

In the matter of Sections 97 and 100 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as am.

THE HONOURABLE MR.) THURSDAY, THE 18TH
)
JUSTICE McEWEN) DAY OF OCTOBER, 2018

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

**FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD (2015) INC. and
FERNBROOK HOMES (BROOKDALE) LIMITED**

Respondents

VESTING ORDER

THIS APPLICATION, made by Firm Capital Mortgage Fund Inc. (the “**Applicant**”), for an order as contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between RSM Canada Limited (“**RSM**”), in its capacity as the receiver (the “**Receiver**”) of the Respondents, as vendor, and Empire (Water Wave) Inc., as purchaser (such purchaser or its permitted assignee, the “**Purchaser**”) dated August 23, 2018, vesting in the Purchaser, or as it may direct, the right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”) pursuant to, *inter alia*, Sections 97 and 100 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application of the Applicant, the Affidavit of Forrest Todd sworn September 20, 2018 and the Exhibits thereto (the “**Todd Affidavit**”), the report of the Receiver dated September ►, 2018 and the confidential report of the Receiver dated September ►, 2018 (the “**Confidential Report**”) and on hearing the submissions of counsel for the Applicant, the Receiver, the Purchaser and such other counsel as were present, no one else appearing although duly served as appears from the Affidavits of Service of ► sworn September ►, 2018 filed,

UPON BEING SATISFIED THAT (i) the charge/mortgage of land granted by the Respondent, Fortress Brookdale Inc., to the Applicant over the real property identified in Schedule “A” hereto (the “**Lands**”) registered on June 7, 2017 as Instrument No. AT4591073 (the “**Mortgage**”) has matured and has not been repaid, (ii) the Applicant issued a demand for payment and a Notice of Intention to Enforce Security pursuant to the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”), (iii) the Applicant issued a Notice of Sale under Charge/Mortgage of Land in respect of the Mortgage dated April 20, 2018 in accordance with the *Mortgages Act* (Ontario), which notice period has expired, (iv) the Receiver was appointed pursuant to the terms of the Applicant’s security after the issuance and expiry of a demand and BIA Notice by the Applicant and has executed the Sale Agreement in respect of the Purchased Assets, (v) the Mortgage has not been redeemed, (vi) the Net Proceeds of sale (as defined herein) to be paid into Court are more than sufficient to satisfy the requirements of the *Construction Lien Act* (Ontario) (now *Construction Act* (Ontario)) (the “**Act**”) to permit the vacating of the Outstanding Construction Liens and the dismissal of the Construction Lien Actions (each as defined herein), in accordance with the terms of this Order;

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof. For greater certainty, service of the Notice of Application and the Application Record on the holders of Unit Agreements (as defined herein) in the manner described in the Todd Affidavit, is hereby approved.

2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Sale Agreement.

VESTING

3. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "B" hereto (the "**Receiver's Certificate**"), all of the Applicant's, the Receiver's and the Respondents' right, title and interest in and to the Lands comprising the Purchased Assets shall vest absolutely in the Purchaser or as it may direct, free and clear of and from any and all any claim, demand, hypothecation, pledge, lien, charge, security agreement, security interest, lease, sublease, title retention agreement, mortgage, encumbrance, execution, easement, right-of-way, restrictive covenant, restriction, encroachment, option or adverse claim of any kind or character whatsoever, or similar interests or instruments charging or creating a security interest in, or against title to, such Purchased Assets, whether created by agreement, statute or otherwise at law, attaching to the property, assets or rights whether registered or unregistered, trusts or deemed trusts (whether contractual, statutory, or otherwise), levies, or other financial or monetary claim and encumbrance of any nature and kinds whatsoever, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any Offers or other rights or claims of the purchaser or tenants under any Offers; (ii) all Outstanding Construction Liens; and (iii) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**"), but for greater certainty the Encumbrances vested out herein shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "D" hereto (the "**Permitted Encumbrances**") and, for greater certainty, this Court orders that, save and except as it relates to the Permitted Encumbrances, all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged, discharged (vacated, in the case of the Outstanding Construction Liens) as against the Purchased Assets on Closing.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of the City of Toronto of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as

the owner of the Lands in fee simple, and is hereby directed to delete and expunge from title to the Lands all of the Claims listed in Schedule “C” hereto.

CLOSING OF SALE AGREEMENT

5. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of the Receiver’s Certificate to the Purchaser on Closing, the Purchased Assets shall vest in the Purchaser free and clear of any and all construction liens (including any related certificates of action) registered against title to the Lands at the time of the Closing of the Sale Agreement (the “**Outstanding Construction Liens**”) including but not limited to those listed on Schedule “C” hereto that are not already vacated, discharged, released or otherwise removed or extinguished from title to the Lands as at the date of this Order, and such Outstanding Construction Liens shall be vacated from title to the Lands.

6. **THIS COURT ORDERS** that, upon completion of the Closing in accordance with the terms of the Sale Agreement and payment by the Receiver to the Applicant of the total amount of the outstanding indebtedness secured by the Mortgage including all principal, interest, fees, costs and expenses to the date of the Closing of the transaction contemplated by the Sale Agreement, together with payment of any amounts having legal priority over the Applicant’s Mortgage, the Receiver shall pay the balance of the sale proceeds (the “**Net Proceeds**”) to the Accountant of the Superior Court of Justice (the “**Accountant**”) to be held in an interest bearing account for the benefit of all those claiming an interest in such Net Proceeds pending further order of the Court. Upon delivery of the Net Proceeds to the Accountant, the Receiver shall deliver a certificate to all parties on the service list herein, substantially in the form attached as Schedule “F” (the “**Certificate of Completion**”) confirming that the Net Proceeds have been paid to the Accountant in accordance with the terms of this Order.

7. **THIS COURT ORDERS** that the Receiver shall holdback the amount of \$500,000 (the “**Holdback**”) from the Net Proceeds before paying same to the Accountant. Such amount shall be used by the Receiver to pay any and all obligations of the Applicant or the Receiver in respect of the Property in connection with the implementation of the Vesting Order, the closing of the sale transaction, the expenses incurred in relation to the Property or the sale transaction, including but not limited to any fees, costs or expenses, required to be paid by the Applicant or the Receiver to any party relating thereto (collectively, the “**Holdback Obligations**”). Upon the

earlier of (i) the Receiver being satisfied that neither it nor the Applicant have any further Holdback Obligations, and (ii) the issuance of a Distribution Order in respect of the Net Proceeds, the Receiver shall pay the balance, if any, of the Holdback to the Accountant in accordance with the terms as set out herein.

8. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims to the Net Proceeds, including but not limited to those asserted by any mortgagee or by any party in respect of any Outstanding Construction Liens or Construction Lien Actions (as defined herein), the Net Proceeds shall stand in place and instead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate on Closing, all Claims, Outstanding Construction Liens and Encumbrances shall attach to the Net Proceeds from the sale of the Purchased Assets with the same priority as existed immediately prior to the sale of the Purchased Assets.

9. **THIS COURT ORDERS** that upon the delivery by the Receiver to the Service List herein of the Certificate of Completion (as defined below) in accordance with the terms of this Order, all litigation proceedings listed on Schedule "E" hereto relating to the Outstanding Construction Liens (the "**Construction Lien Actions**") shall be at an end as against the Applicant, RSM and the Receiver, and no parties to such Construction Lien Actions shall take, or be permitted or required to take, as the case may be, any further steps in connection with any such proceedings as against the Applicant or the Receiver. Within ten (10) business days of the delivery by the Receiver of the Certificate of Completion, the Plaintiff in each of the Construction Lien Actions shall deliver to the Applicant, RSM and the Receiver (if RSM or the Receiver is named as a defendant in any Construction Lien Action), evidence of a dismissal of the action against those parties on a "with prejudice, and without costs" basis. All Claims previously asserted by any party through such Construction Lien Actions or that may be asserted against the Applicant, RSM or the Receiver shall attach to, and be limited to, the Net Proceeds held by the Accountant.

GENERAL

10. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court, copies of the Receiver's Certificate and Certificate of Completion, forthwith after delivery thereof.

11. **THIS COURT ORDERS** that, notwithstanding:

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Respondents or any one of them and shall not be void or voidable by creditors of the Respondents, nor shall it constitute nor be deemed to be a reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

12. **THIS COURT ORDERS AND DECLARES** that the Applicant, the Receiver, the Purchaser and all persons acting in good faith in accordance with the terms of this Order shall have all of the protections available for so doing, in accordance with section 142 of the *Courts of Justice Act* (Ontario).

13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Receiver in carrying out the terms of this Order.

SEALING

14. **THIS COURT ORDERS** that the Confidential Report be and is hereby sealed pending further Order of the Court and shall not form part of the public record.

E-SERVICE

15. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at: www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/)

shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established by the Receiver in accordance with the Guide with the following URL '<<https://rsmcanada.com/fortress-brookdale-inc>>'

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

Schedule A – Property Description

Property municipally known as: 1678-1704 Avenue Road, 375-377 Fairlawn Avenue and 412-416 Brookdale Avenue, Toronto

Legal Description of the Lands

Firstly:

PIN 10189-0865 (LT)

Lots 33 & 34 Plan 2371, Part of Lot 42A & Lot 43A Plan 2247, being Part 1 on Plan 66R-29204; Together with an Easement over Part 3 on Plan 66R-29204 as in AT4379990; Subject to an Easement as in AT4660181; Subject to an Easement as in AT4753130; City of Toronto

Secondly:

PIN 10189-0866(LT)

Lot 32, Plan 2371 York, being Part 2 on Plan 66R-29204; Subject to an Easement as in AT4660181; Subject to an Easement as in AT4753130; City of Toronto

Schedule B – Form of Receiver’s Certificate

Court File No. CV-18-604993-00CL

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

In the matter of Sections 97 and 100 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as am.

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

**FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD (2015) INC. and
FERNBROOK HOMES (BROOKDALE) LIMITED**

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Court dated October 18, 2018 (the “**Order**”), the Court provided for the vesting in Empire (Water Wave) Inc., as purchaser (such purchaser or its permitted assigns, the “**Purchaser**”) in favour of the Purchaser or as it may direct, of the right, title and interest of Fortress Brookdale Inc. (the “**Debtor**”) in and to the assets purchased pursuant to the agreement of purchase and sale (the “**Sale Agreement**”) between RSM Canada Limited, in its capacity as the receiver (the “**Receiver**”) of the Respondents, and the Purchaser (the “**Purchased Assets**”), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to Closing as

set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the transaction has been completed to the satisfaction of the Receiver.

B. Unless otherwise indicated herein, capitalized terms used herein have the meanings set out in the Order.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the Purchased Assets payable on the closing date pursuant to the Sale Agreement;
2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**RSM Canada Limited, in its capacity as
Receiver of Fortress Brookdale Inc., Fortress
Avenue Road (2015) Inc. and Fernbrook
Home (Brookdale) Limited, and not in its
personal capacity**

Per: _____
Name:
Title:

Schedule C – Claims to be deleted and expunged from title to Lands

PIN 10189-0865:

Instrument No.	Date	Instrument Type	Parties From	Parties To
AT3807259	2015/02/10	Transfer	Mady Avenue Road Ltd.	Fortress Brookdale Inc.
AT3894769	2015/05/28	Charge	Fortress Brookdale Inc.	RW Fortress Inc.
AT3955352	2015/07/23	Charge	Fortress Brookdale Inc.	Centro Mortgage Inc.
AT3955420	2015/07/23	Transfer of Charge	Centro Mortgage Inc.	Centro Mortgage Inc. Olympia Trust Company
AT3962441	2015/07/30	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company
AT3986534	2015/08/24	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company
AT4021992	2015/09/30	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company
AT4046860	2015/10/26	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company

AT4065378	2015/11/13	Charge	Fortress Brookdale Inc.	Quincy Investments Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Grossi, Angelo Doubilet, David Mark Stamatiou, Gus Di Matteo, Robert Amendola, Tonino
AT4065412	2015/11/13	Postponement	RW Fortress Inc.	Quincy Investments Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Grossi, Angelo Doubilet, David Mark Stamatiou, Gus Di Matteo, Robert Amendola, Tonino

AT4065413	2015/11/13	Postponement	Centro Mortgage Inc. Olympia Trust Company	Quincy Investments Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Grossi, Angelo Doubilet, David Mark Stamatiou, Gus Di Matteo, Robert Amendola, Tonino
AT4075751	2015/11/25	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company
AT4110698	2016/01/07	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company
AT4130302	2016/01/27	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company
AT4158080	2016/03/02	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4174535	2016/03/24	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company

AT4210360	2016/05/03	Application to Change Name Instrument	RW Fortress Inc. RW Fortress Inc. RW Fortress Inc. RW Fortress Inc. RW Fortress Inc. RW Fortress Inc.	Jaekel Capital Inc.
AT4216294	2016/05/12	Notice (Agmt amending charge)	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4216295	2016/05/12	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4240390	2016/06/07	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4243114	2016/06/09	Notice (Agmt to amend mortgage)	Fortress Brookdale Inc.	Jaekel Capital Inc.
AT4249565	2016/06/16	Notice (Agmt amending charge)	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4269368	2016/07/06	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4303846	2016/08/09	Postponement	Jaekel Capital Inc.	City of Toronto
AT4303847	2016/08/09	Postponement	Building & Development Mortgages Canada Inc. Olympia Trust Company	City of Toronto

AT4303848	2016/08/09	Postponement	<p>Quincy Investment Limited</p> <p>969592 Ontario Limited</p> <p>969593 Ontario Limited</p> <p>2307271 Ontario Inc.</p> <p>Sasso Auto Consulting Inc.</p> <p>Grossi, Angelo</p> <p>Doubilet, David Mark</p> <p>Stamatiou, Gus</p> <p>Di Matteo, Robert</p> <p>Amendola, Tonino</p>	City of Toronto
AT4303860	2016/08/09	Postponement	Jaekel Capital Inc.	City of Toronto
AT4303861	2016/08/09	Postponement	<p>Building & Development Mortgages Canada Inc.</p> <p>Olympia Trust Company</p>	City of Toronto
AT4303862	2016/08/09	Postponement	<p>Quincy Investment Limited</p> <p>969592 Ontario Limited</p> <p>969593 Ontario Limited</p> <p>2307271 Ontario Inc.</p> <p>Sasso Auto Consulting Inc.</p> <p>Grossi, Angelo</p> <p>Doubilet, David Mark</p> <p>Stamatiou, Gus</p> <p>Di Matteo, Robert</p> <p>Amendola, Tonino</p>	City of Toronto
AT4304843	2016/08/10	Transfer of Charge	<p>Building & Development Mortgages Canada Inc.</p> <p>Olympia Trust Company</p>	<p>Building & Development Mortgages Canada Inc.</p> <p>Olympia Trust Company</p>

AT4311566	2016/08/16	Notice (Agmt amending charge)	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4340511	2016/09/13	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4363739	2016/10/05	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4409893	2016/11/23	Notice (Agmt to amend mortgage)	Fortress Brookdale Inc.	Jaekel Capital Inc.
AT4414052	2016/11/28	Notice (Agmt amending charge)	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4414053	2016/11/28	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4427266	2016/12/07	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4457626	2017/01/12	Notice (Agmt amending mortgage)	Fortress Brookdale Inc.	Jaekel Capital Inc.
AT4469319	2017/01/25	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4486280	2017/02/14	Notice (Agmt amending charge)	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc. Olympia Trust Company

AT4486281	2017/02/14	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4503127	2017/03/06	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4516581	2017/03/21	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4540011	2017/04/19	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4560150	2017/05/09	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4591073	2017/06/07	Charge	Fortress Brookdale Inc.	Firm Capital Mortgage Fund Inc.
AT4591074	2017/06/07	No Assignment Rent General	Fortress Brookdale Inc.	Firm Capital Mortgage Fund Inc.
AT4591075	2017/06/07	Postponement	Jaekel Capital Inc.	Firm Capital Mortgage Fund Inc.
AT4591076	2017/06/07	Postponement	Building & Development Mortgages Canada Inc. Olympia Trust Company	Firm Capital Mortgage Fund Inc.

AT4591077	2017/06/07	Postponement	Quincy Investment Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Grossi, Angelo Doubilet, David Mark Stamatiou, Gus Di Matteo, Robert Amendola, Tonino	Firm Capital Mortgage Fund Inc.
AT4619487	2017/07/06	Notice (Agmt amending charge)	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4619488	2017/07/06	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4645430	2017/08/02	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4707175	2017/10/17	Charge	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc.
AT4707176	2017/10/17	Postponement	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc.
AT4728397	2017/11/08	Transfer of Charge	Building & Development Mortgages Canada Inc.	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada

AT4732555	2017/11/15	Transfer of Charge	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada
AT4738233	2017/11/21	Transfer of Charge	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada
AT4744352	2017/11/28	Transfer of Charge	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada
AT4752741	2017/12/06	Transfer of Charge	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada
AT4762751	2017/12/18	Transfer of Charge	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada
AT4781690	2018/01/17	Transfer of Charge	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada
AT4790996	2018/01/29	Construction Lien	Summit Concrete & Drain Ltd.	
AT4790997	2018/01/29	Construction Lien	Summit Forming Ltd.	
AT4791585	2018/01/30	Construction Lien	D. Zentil Mechanical Inc.	
AT4801687	2018/02/13	Construction Lien	Atlas Dewatering Corporation	

AT4801986	2018/02/13	Construction Lien	Innocon Lafarge Canada Inc. Lehigh Hanson Materials Limited Innocon Inc.	
AT4803253	2018/02/15	Construction Lien	Dircam Electric Limited	
AT4803254	2018/02/15	Construction Lien	Dircam Electric Limited	
AT4807083	2018/02/22	Construction Lien	Gilbert Steel Limited	
AT4813373	2018/03/01	Construction Lien	The Fence People Limited	
AT4815544	2018/03/05	Certificate	Innocon Lafarge Canada Inc. Lehigh Hanson Materials Limited Innocon Inc.	Fortress Brookdale Inc. Jaekel Capital Inc. Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada Olympia Trust Company Firm Capital Mortgage Fund Inc. Quincy Investment Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Grossi, Angelo Doubilet, David Mark Stamatiou, Gus Di Matteo, Robert Amendola, Tonino

AT4818840	2018/03/12	Construction Lien	Global Precast Inc.	
AT4821028	2018/03/14	Certificate	D. Zentil Mechanical Inc.	Fortress Brookdale Inc. Centro Mortgage Inc. In Trust Olympia Trust Company Quincy Investments Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Grossi, Angelo Doubilet, David Mark Stamatiou, Gus Di Matteo, Robert Amendola, Tonino Building & Development Mortgages Canada Inc. In Trust Jaekel Capital Inc. Computershare Trust Company of Canada
AT4826878	2018/03/23	Certificate	Atlas Dewatering Corporation	
AT4835898	2018/04/05	Certificate	Gilbert Steel Limited	
AT4841153	2018/04/12	Certificate	Dircam Electric Limited	Ontario Superior Court of Justice
AT4843073	2018/04/16	Certificate	The Fence People Limited	
AT4845648	2018/04/19	Construction Lien	Summit Forming Ltd.	
AT4846823	2018/04/20	Certificate	Summit Concrete & Drain Ltd.	Fortress Brookdale Inc.
AT4846824	2018/04/20	Certificate	Summit Forming Ltd.	Fortress Brookdale Inc.

AT4850172	2018/04/26	Construction Lien	Concrane Equipment Inc.	
AT4857277	2018/05/04	Certificate	Global Precast Inc.	Fortress Brookdale Inc. Jaekel Capital Inc. Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada Olympia Trust Company Firm Capital Mortgage Fund Inc. Quincy Investments Limited 969592 Ontario Limited 969596 Ontario Limited 2307270 Ontario Inc. Sasso Auto Consulting Inc. Angelo Grossi David Mark Doubilet Gus Stamatiou Robert Di Matteo Tonino Amendola
AT4897958	2018/06/28	Construction Lien	Aluma Systems Inc.	
AT4902724	2018/07/05	Construction Lien	Stephenson's Rental Services Inc.	
AT4912720	2018/07/18	Construction Lien	Concrane Equipment Inc.	
AT4920981	2018/07/26	Certificate	Concrane Equipment Inc.	
AT4927888	2018/08/02	Certificate	Aluma Systems Inc.	
AT4951254	2018/09/05	Certificate	Stephenson's Rental Services Inc.	

PIN 10189-0866:

Instrument No.	Date	Instrument Type	Parties From	Parties To
AT3807259	2015/02/10	Transfer	Mady Avenue Road Ltd.	Fortress Brookdale Inc.
AT3894769	2015/05/28	Charge	Fortress Brookdale Inc.	RW Fortress Inc.
AT3955352	2015/07/23	Charge	Fortress Brookdale Inc.	Centro Mortgage Inc.
AT3955420	2015/07/23	Transfer of Charge	Centro Mortgage Inc.	Centro Mortgage Inc. Olympia Trust Company
AT3962441	2015/07/30	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company
AT3986534	2015/08/24	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company
AT4021992	2015/09/30	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company
AT4046860	2015/10/26	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company
AT4065378	2015/11/13	Charge	Fortress Brookdale Inc.	Quincy Investments Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Grossi, Angelo Doubilet, David Mark Stamatiou, Gus Di Matteo, Robert Amendola, Tonino

AT4065412	2015/11/13	Postponement	RW Fortress Inc.	Quincy Investments Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Grossi, Angelo Doubilet, David Mark Stamatiou, Gus Di Matteo, Robert Amendola, Tonino
AT4065413	2015/11/13	Postponement	Centro Mortgage Inc. Olympia Trust Company	Quincy Investments Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Grossi, Angelo Doubilet, David Mark Stamatiou, Gus Di Matteo, Robert Amendola, Tonino
AT4075751	2015/11/25	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company
AT4110698	2016/01/07	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company
AT4130302	2016/01/27	Transfer of Charge	Centro Mortgage Inc. Olympia Trust Company	Centro Mortgage Inc. Olympia Trust Company

AT4158080	2016/03/02	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4174535	2016/03/24	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4210360	2016/05/03	Apl Ch Name Inst	RW Fortress Inc. RW Fortress Inc. RW Fortress Inc. RW Fortress Inc. RW Fortress Inc. RW Fortress Inc.	Jaekel Capital Inc.
AT4216294	2016/05/12	Notice (Agmt amending charge)	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4216295	2016/05/12	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4240390	2016/06/07	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4243114	2016/06/09	Notice (Agmt to amend mortgage)	Fortress Brookdale Inc.	Jaekel Capital Inc.
AT4249565	2016/06/16	Notice (Agmt amending charge)	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc. Olympia Trust Company

AT4269368	2016/07/06	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4303846	2016/08/09	Postponement	Jaekel Capital Inc.	City of Toronto
AT4303847	2016/08/09	Postponement	Building & Development Mortgages Canada Inc. Olympia Trust Company	City of Toronto
AT4303848	2016/08/09	Postponement	Quincy Investment Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Grossi, Angelo Doubilet, David Mark Stamatiou, Gus Di Matteo, Robert Amendola, Tonino	City of Toronto
AT4303860	2016/08/09	Postponement	Jaekel Capital Inc.	City of Toronto
AT4303861	2016/08/09	Postponement	Building & Development Mortgages Canada Inc. Olympia Trust Company	City of Toronto

AT4303862	2016/08/09	Postponement	Quincy Investment Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Grossi, Angelo Doubilet, David Mark Stamatiou, Gus Di Matteo, Robert Amendola, Tonino	City of Toronto
AT4304843	2016/08/10	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4311566	2016/08/16	Notice (Agmt amending charge)	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4340511	2016/09/13	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4363739	2016/10/05	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4409893	2016/11/23	Notice (Agmt to amend mortgage)	Fortress Brookdale Inc.	Jaekel Capital Inc.
AT4414052	2016/11/28	Notice (Agmt amending charge)	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc. Olympia Trust Company

AT4414053	2016/11/28	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4427266	2016/12/07	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4457626	2017/01/12	Notice (Agmt to amend mortgage)	Fortress Brookdale Inc.	Jaekel Capital Inc.
AT4469319	2017/01/25	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4486280	2017/02/14	Notice (Agmt amending charge)	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4486281	2017/02/14	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4503127	2017/03/06	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4516581	2017/03/21	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4540011	2017/04/19	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company

AT4560150	2017/05/09	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4591073	2017/06/07	Charge	Fortress Brookdale Inc.	Firm Capital Mortgage Fund Inc.
AT4591074	2017/06/07	No Assignment Rent General	Fortress Brookdale Inc.	Firm Capital Mortgage Fund Inc.
AT4591075	2017/06/07	Postponement	Jaekel Capital Inc.	Firm Capital Mortgage Fund Inc.
AT4591076	2017/06/07	Postponement	Building & Development Mortgages Canada Inc. Olympia Trust Company	Firm Capital Mortgage Fund Inc.
AT4591077	2017/06/07	Postponement	Quincy Investment Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Grossi, Angelo Doubilet, David Mark Stamatiou, Gus Di Matteo, Robert Amendola, Tonino	Firm Capital Mortgage Fund Inc.
AT4619487	2017/07/06	Notice (Agmt amending charge)	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4619488	2017/07/06	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company

AT4645430	2017/08/02	Transfer of Charge	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc. Olympia Trust Company
AT4707175	2017/10/17	Charge	Fortress Brookdale Inc.	Building & Development Mortgages Canada Inc.
AT4707176	2017/10/17	Postponement	Building & Development Mortgages Canada Inc. Olympia Trust Company	Building & Development Mortgages Canada Inc.
AT4728397	2017/11/08	Transfer of Charge	Building & Development Mortgages Canada Inc.	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada
AT4732555	2017/11/15	Transfer of Charge	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada
AT4738233	2017/11/21	Transfer of Charge	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada
AT4744352	2017/11/28	Transfer of Charge	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada
AT4752741	2017/12/06	Transfer of Charge	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada
AT4762751	2017/12/18	Transfer of Charge	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada

AT4781690	2018/01/17	Transfer of Charge	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada	Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada
AT4795274	2018/02/01	Construction Lien	Summit Concrete & Drain Ltd.	
AT4795275	2018/02/01	Construction Lien	Summit Forming Ltd.	
AT4801687	2018/02/13	Construction Lien	Atlas Dewatering Corporation	
AT4801986	2018/02/13	Construction Lien	Innocon Lafarge Canada Inc. Lehigh Hanson Materials Limited Innocon Inc.	
AT4803253	2018/02/15	Construction Lien	Dircam Electric Limited	
AT4803254	2018/02/15	Construction Lien	Dircam Electric Limited	
AT4807083	2018/02/22	Construction Lien	Gilbert Steel Limited	
AT4813373	2018/03/01	Construction Lien	The Fence People Limited	

AT4815544	2018/03/05	Certificate	Innocon Lafarge Canada Inc. Lehigh Hanson Materials Limited Innocon Inc.	Fortress Brookdale Inc. Jaekel Capital Inc. Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada Olympia Trust Company Firm Capital Mortgage Fund Inc. Quincy Investment Limited 969592 Ontario Limited 969593 Ontario Limited 2307271 Ontario Inc. Sasso Auto Consulting Inc. Grossi, Angelo Doubilet, David Mark Stamatiou, Gus Di Matteo, Robert Amendola, Tonino
AT4818840	2018/03/12	Construction Lien	Global Precast Inc.	
AT4826878	2018/03/23	Certificate	Atlas Dewatering Corporation	
AT4835898	2018/04/05	Certificate	Gilbert Steel Limited	
AT4841153	2018/04/12	Certificate	Dircam Electric Limited	Ontario Superior Court of Justice
AT4843073	2018/04/16	Certificate	The Fence People Limited	
AT4845648	2018/04/19	Construction Lien	Summit Forming Ltd.	
AT4846823	2018/04/20	Certificate	Summit Concrete & Drain Ltd.	Fortress Brookdale Inc.
AT4846824	2018/04/20	Certificate	Summit Forming Ltd.	Fortress Brookdale Inc.

AT4850172	2018/04/26	Construction Lien	Concrane Equipment Inc.	
AT4857277	2018/05/04	Certificate	Global Precast Inc.	Fortress Brookdale Inc. Jaekel Capital Inc. Building & Development Mortgages Canada Inc. Computershare Trust Company of Canada Olympia Trust Company Firm Capital Mortgage Fund Inc. Quincy Investments Limited 969592 Ontario Limited 969596 Ontario Limited 2307270 Ontario Inc. Sasso Auto Consulting Inc. Angelo Grossi David Mark Doubilet Gus Stamatiou Robert Di Matteo Tonino Amendola
AT4897958	2018/06/28	Construction Lien	Aluma Systems Inc.	
AT4902724	2018/07/05	Construction Lien	Stephenson's Rental Services Inc.	
AT4912720	2018/07/18	Construction Lien	Concrane Equipment Inc.	
AT4920981	2018/07/26	Certificate	Concrane Equipment Inc.	
AT4927888	2018/08/02	Certificate	Aluma Systems Inc.	
AT4951254	2018/09/05	Certificate	Stephenson's Rental Services Inc.	

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Lands**

(Instruments Unaffected by the Vesting Order)

PART 1 - SPECIFIC

PINS 10189-0865 & 10189-0866 (LT)

1. Instrument No. 64BA895 registered on September 2, 1976 is a Boundaries Act Plan.
2. Instrument No. 64BA1481 registered on February 15, 1978 is a Boundaries Act Plan.
3. Instrument No. 64BA1152 registered on March 22, 1978 is a Boundaries Act Plan.
4. Instrument No. AT3585071 registered on May 20, 2014 is a Notice of a Section 37 Agreement between the City of Toronto (the “City”) and Mady Avenue Road Ltd.
5. Instrument No. AT4303844 registered on August 9, 2016 is a Notice of a Section 111 Agreement with the City.
6. Instrument No. AT4303858 registered on August 9, 2016 is a no dealings Land Restriction in favour of the City.
7. Instrument No. AT4379989 registered on October 25, 2016 is a Notice of a Site Plan Agreement with the City.
8. Instrument No. AT4476610 registered on February 1, 2017 is a Notice Amending Instrument No. AT4286895 - Notice of Application for Absolute Title.
9. Instrument No. 66R29204 registered on March 13, 2017 is a Reference Plan.
10. Instrument No. AT4509599 registered on March 13, 2017 is an Application for Absolute Title by Fortress Brookdale Inc.
11. Instrument No. AT4660181 registered on August 21, 2017 is an easement in favour of Rogers Communications Inc.
12. Instrument No. AT4753130 registered on December 6, 2017 is an easement in favour of Enbridge Gas Distribution Inc.

BUILDING PERMITS

	No.
1.	16 115715 DEM 00 DM
2.	16 185027 DEM 00 DM
3.	16 185057 DEM 00 DM
4.	16 118258 DEM 00 DM
5.	10 286672 BLD 00 BA
6.	16 118290 DEM 00 DM
7.	14 266127 STS 00 CP
8.	14 266127 FND 00 CP
9.	14 266127 SHO 00 CP
10.	14 266127 DRN 00 DR
11.	14 266127 STS 00 DR
12.	14 266127 HVA 00 MS
13.	14 266073 STR 00 PP
14.	14 266073 PLB 00 PS
15.	14 266127 PLB 00 PS
16.	14 266127 BLD 00 NB
17.	14 266073 BLD 00 NB
18.	14 266073 HVA 00 MS
19.	14 266127 FND 00 PP
20.	14 266073 STR 00 CP
21.	16 120004 DEM 00 DM
22.	00 167837 CMB 00 NR
23.	16 120026 DEM 00 DM
24.	16 185006 DEM 00 DM
25.	16 109536 DEM 00 DM

PART 2 - GENERAL

1. All reservations, limitations, provisos and conditions expressed in any original grants from the Crown, as may be varied by statute;
2. Liens and inchoate liens for realty taxes, charges, rates and assessments and charges for utilities, in each case not yet due or in arrears;
3. The provisions of registered governing municipal by-laws, including those relating to zoning;
4. Any minor title defects or irregularities that in the aggregate do not materially affect the use, operation or marketability of the Purchased Assets;
5. Any rights of expropriation, access or use, or any other similar rights conferred or reserved by or in any statute of Canada or Ontario;
6. Any registered restrictions or covenants that run with the Lands including private deed restriction restrictions and public or private rights-of-way;
7. Any registered or unregistered regional, county, municipal governmental or other agreements, or agreements with publicly or privately regulated utilities;
8. Any easements for supply of domestic utilities, telephone service, drainage, storm and sanitary services, utility lines, cable lines, and other services to the Lands or over the Lands for the benefit of adjacent properties; and
9. Any defects in title, discrepancies or other matters that would be disclosed by an up-to-date survey of the Lands.
10. Any personal property financing statements registered against the registered owners of the Lands.

Schedule E – Construction Lien Actions to be Dismissed

1. *Aluma Systems Inc. and Fortress Brookdale Inc., et al*, Court File No. CV-18-00602623-0000
2. *Atlas Dewatering Corporation and Fortress Brookdale Inc., et al*, Court File No. CV-18-594235
3. *Concrane Equipment Inc. and Summit Forming Ltd., et al*, Court File No. CV-18-602267
4. *Dircam Electric Limited and Fortress Brookdale Inc., et al*, Court File No. CV-18-595506
5. *Gilbert Steel Limited and Fortress Brookdale Inc., et al*, Court File No. CV-18-595231
6. *Global Precast Inc. and Fortress Brookdale Inc., et al*, Court File No. CV-18-596687
7. *Innocon, a partnership of Lafarge Canada Inc., Lehigh Hanson Materials Limited and Innocon Inc. and Fortress Brookdale Inc., et al*, Court File No. CV-18-593304
8. *Summit Concrete & Drain Ltd. and Fortress Brookdale Inc., et al*, Court File No. CV-18-596262
9. *Summit Forming Ltd. and Fortress Brookdale Inc., et al*, Court File No. CV-18-596313
10. *The Fence People Limited and Fortress Brookdale Inc., et al*, Court File No. CV-18-595707

Schedule F – Form of Receiver’s Certificate of Completion

Court File No. CV-18-604993-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

In the matter of Sections 97 and 100 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as am.

B E T W E E N:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

**FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD (2015) INC. and
FERNBROOK HOMES (BROOKDALE) LIMITED**

Respondents

CERTIFICATE OF COMPLETION

RECITALS

A. Pursuant to an Order of the Court in this proceeding dated October 18, 2018 (the “**Order**”), the Court directed the Receiver to serve and file a certificate confirming that it had paid the Net Proceeds to the Accountant of the Ontario Superior Court of Justice.

B. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Order.

THE RECEIVER CONFIRMS the following:

1. The Receiver paid the Net Proceeds to the Accountant pursuant to the terms of the Order on _____ [DATE].

**RSM Canada Limited, in its capacity as
Receiver of Fortress Brookdale Inc., Fortress
Avenue Road (2015) Inc. and Fernbrook
Home (Brookdale) Limited, and not in its
personal capacity**

Per: _____

Name:

Title:

In the matter of Sections 97 and 100 of the Courts of Justice Act, R.S.O. 1990 c. C.43, as amended

FIRM CAPITAL MORTGAGE FUND INC.

- and -

**FORTRESS BROOKDALE INC., FORTRESS AVENUE ROAD
(2015) INC. and FERNBROOK HOMES (BROOKDALE) LIMITED**

Applicant

Respondents

Court File No. CV-18-604993-00CL

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

Proceedings commenced at Toronto, Ontario

APPLICATION RECORD
(Returnable on October 18, 2018)

THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, Ontario M5K 1K7
Fax: (416) 304-1313

D.J. Miller (LSUC# 34393P)
Tel: (416) 304-0559
Email: djmiller@tgf.ca

Leanne M. Williams (LSUC# 41877E)
Tel: (416) 304-0060
Email: lwilliams@tgf.ca

Lawyers for the Applicant, Firm Capital Mortgage Fund Inc.