b. in the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be held against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21

Tel 4169279841
Fax 4169751531

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	2007 09 24

Tel 4169279841
Fax 4169751531

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number : 07-2457

Properties

PIN	10047 - 0399 LT	Interest/Estate	Fee Simple
Description	PARCEL Q-2, SECTION M1005; BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT, EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R S O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE. S/T EASE OVER PT 14 ON 66R1838 AS IN A153720. TWP OF YORK/NORTH YORK **NOTE** DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO		
Address	110 UNIT 69 GODSTONE ROAD WILLOWDALE		

Chargor(s)

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

Name	1336367 ALBERTA LTD.
Address for Service	4 Lake Ere Estate Chestemere, Alberta T2E 2E2

I, Ross Lightle, A.S.O., have the authority to bind the corporation.

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

This transaction deals with a 1.00886% interest in the property

Chargee(s)	Capacity	Share
Name	HILSON, JANET LOUISE	
Address for Service	c/o Compass Wealth Management 375 Finley Avenue Suite 104 Ajax, ON L1S 2E2	

Statements

Schedule See Schedules

Provisions

Principal	$ 38,000.00	Currency	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 06 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Ross Lightle and Barb Lightle		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge Terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

Monthly payments are of interest only. Parties acknowledge that interest due on the mortgage has been deducted from the mortgage advance to the date of maturity.

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Chargor, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. In the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargors for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee.

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as all exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

6. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be held against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21

Tel 4169279841
Fax 4169751531

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	2007 09 24

Tel 4169279841
Fax 4169751531

Fees/Taxes/Payment

Statutory Registration Fee	$60 00
Total Paid	$60 00

File Number

Chargee Client File Number : 07-2457

Properties

PIN 10047 - 0399 LT Interest/Estate Fee Simple

Description PARCEL Q-2, SECTION M1005, BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT, EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R S O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE. S/T EASE OVER PT 14 ON 66R1838 AS IN A153720. TWP OF YORK/NORTH YORK "NOTE" DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO

Address 125 UNIT
69 GOODSTONE ROAD
WILLOWDALE

Chargor(s)

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

Name 1336367 ALBERTA LTD

Address for Service 4 Lake Ere Estate
Chestermere, Alberta
T2E 2E2

I, Ross Lightle, A.S.O., have the authority to bind the corporation.

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

This transaction deals with a 0.83297% interest in the property.

Chargee(s) Capacity Share

Name HILSON, JANET LOUISE

Address for Service c/o Compass Wealth Management
375 Finley Avenue
Suite 104
Ajax, ON L1S 2E2

Statements

Schedule: See Schedules

Provisions

Principal	$ 32,250.00	Currency	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2009/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 08 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Ross Lightle and Barb Lightle		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge Terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

Monthly payments are of interest only. Parties acknowledge that interest due on the mortgage has been deducted from the mortgage advance to the date of maturity.

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Charger, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Charger, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive, and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. in the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargers for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee.

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as an exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

b. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be held against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21
Tel 4169279841			
Fax 4169751531			

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	2007 09 24
Tel 4169279841		
Fax 4169751531		

Fees/Taxes/Payment	
Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number	
Chargee Client File Number :	07-2457

Properties

PIN	10047 - 0399 LT Interest/Estate Fee Simple
Description	PARCEL Q-2, SECTION M1005; BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT, EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 61 R.S.O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE. S/T EASE OVER PT 14 ON 66R1638 AS IN A153720. TWP OF YORK/NORTH YORK **NOTE** DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO
Address	116 UNIT 69 GODSTONE ROAD WILLOWDALE

Chargor(s)

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

Name	1336365 ALBERTA LTD.
Address for Service	4 Lake Ere Estate Chestemere, Alberta T2E 2E2

I, Ross Lighlle, A.S.O., have the authority to bind the corporation.

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

This transaction deals with a 0.98175% interest in the property

Chargee(s)	Capacity	Share
Name	HILSON, JANET LOUISE	
Address for Service	c/o Compass Wealth Management 375 Finley Avenue Suite 104 Ajax, ON L1S 2E2	

Statements

Schedule: See Schedules

Provisions

Principal	$ 36,000.00	Currency	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 08 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Ross Lighlle and Barb Lighlle		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge Terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

Monthly payments are of interest only. Parties acknowledge that interest due on the mortgage has been deducted from the mortgage advance to the date of maturity.

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Charger, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. in the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargers for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee.

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as an exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

6. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be held against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21

Tel 4169279841
Fax 4169751531

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W , Ste 1100 Toronto M5H 2K1	2007 09 24

Tel 4169279841
Fax 4169751531

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number:	07-2457

Properties

PIN	10047 - 0399 LT *Interest/Estate* Fee Simple
Description	PARCEL Q-2, SECTION M1005; BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S.O. 1980, FROM WHICH PARTICULARS THE SAID TITLE IS FREE S/T EASE OVER PT 14 ON 66R1838 AS IN A153720 TWP OF YORK/NORTH YORK *NOTE** DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO
Address	117 UNIT 69 GODSTONE ROAD WILLOWDALE

Chargor(s)

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

Name	1336365 ALBERTA LTD
Address for Service	4 Lake Ere Estate Chestemere, Alberta T2E 2E2

I, Ross Lighile, A S.O , have the authority to bind the corporation.

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

This transaction deals with a 0.97509% interest in the property

Chargee(s)	Capacity	Share

Name	HILSON, JANET LOUISE
Address for Service	c/o Compass Wealth Management 375 Finley Avenue Suite 104 Ajax, ON L1S 2E2

Statements

Schedule: See Schedules

Provisions

Principal	$ 36,000.00	*Currency*	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 08 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Ross Lighile and Barb Lighile		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge Terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

Monthly payments are of interest only. Parties acknowledge that interest due on the mortgage has been deducted from the mortgage advance to the date of maturity.

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Chargor, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. in the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargors for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee.

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as an exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

b. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be had against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21

Tel 4169279841
Fax 4169751531

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	2007 09 24

Tel 4169279841
Fax 4169751531

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number : 07-2457

Properties

PIN 10047 - 0399 LT Interest/Estate Fee Simple

Description PARCEL Q-2, SECTION M1005, BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT. EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S.O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE. S/T EASE OVER PT 14 ON 66R1838 AS IN A153720. TWP OF YORK/NORTH YORK **NOTE** DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO

Address 120 UNIT
69 GODSTONE ROAD
WILLOWDALE

Chargor(s)

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

Name 1338365 ALBERTA LTD

Address for Service 4 Lake Ere Estate
Chestermere, Alberta
T2E 2E2

I, Ross Lightle, A.S.O., have the authority to bind the corporation.

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

This transaction deals with a 0.98486% interest in the property

Chargee(s) Capacity Share

Name HILSON, JANET LOUISE

Address for Service c/o Compass Wealth Management
375 Finley Avenue
Suite 104
Ajax, ON L1S 2E2

Statements

Schedule See Schedules

Provisions

Principal	$ 36,000.00	Currency	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 08 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Ross Lightle and Barb Lightle		

Additional Provisions

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1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by,

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. in the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargors for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee.

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as an exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

b. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is of remains unsatisfied in whole or in part then the Guarantors

a shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be had against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21

Tel 4169279841

Fax 4169751531

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	2007 09 24

Tel 4169279841

Fax 4169751531

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number : 07-2457

Properties

PIN	10047 - 0399 LT Interest/Estate Fee Simple
Description	PARCEL Q-2, SECTION M1005, BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT, EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 61 R S O 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE. S/T EASE OVER PT 14 ON 66R1638 AS IN A153720, TWP OF YORK/NORTH YORK "NOTE" DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO
Address	126 UNIT 89 GODSTONE ROAD WILLOWDALE

Chargor(s)

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

Name	1336365 ALBERTA LTD.
Address for Service	4 Lake Ere Estate Chestemere, Alberta T2E 2E2

I, Ross Lightle, A S O., have the authority to bind the corporation

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

This transaction deals with a 0.81953% interest in the property

Chargee(s) Capacity Share

Name	HILSON, JANET LOUISE
Address for Service	c/o Compass Wealth Management 375 Finley Avenue Suite 104 Ajax, ON L1S 2E2

Statements

Schedule: See Schedules

Provisions

Principal	$ 32,250 00	Currency	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12 0%		
Payments			
Interest Adjustment Date	2007 08 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Ross Lightle and Barb Lightle		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge Terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

Monthly payments are of interest only. Parties acknowledge that interest due on the mortgage has been deducted from the mortgage advance to the date of maturity.

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Charger, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive, and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. In the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargers for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee.

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as an exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

b. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be held against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21
Tel 4169279841			
Fax 4169751531			

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	2007 09 24
Tel 4169279841		
Fax 4169751531		

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number: 07-2457

Properties

PIN 10047 - 0399 LT *Interest/Estate* Fee Simple

Description PARCEL C-2, SECTION M1005, BLK C PLAN 66M1005 S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S.O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE S/T EASE OVER PT 14 ON 66R1838 AS IN A153720 TWP OF YORK/NORTH YORK **NOTE** DESCRIPTION AMENDED ON 90/07/24 BY T J S , CITY OF TORONTO

Address 120 UNIT
00071 GODSTONE ROAD
WILLOWDALE

Chargor(s)

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

Name 1335365 ALBERTA LTD

Address for Service 4 Lake Ere Estate
Chestemere, Alberta
T2E 2E2

I, Ross Lightle, A.S.O., have the authority to bind the corporation.

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

This transaction deals with a 1.14541% interest in the property.

Chargee(s) *Capacity* *Share*

Name WILSON, JANET LOUISE

Address for Service c/o Compass Wealth Management
375 Finley Avenue
Suite 104
Ajax, ON L1S 2E2

Statements

Schedule: See Schedules

Provisions

Principal	$ 38,250.00	*Currency*	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 08 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Ross Lightle and Barb Lightle		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge Terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein

Monthly payments are of interest only. Parties acknowledge that interest due on the mortgage has been deducted from the mortgage advance to the date of maturity.

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Charger, the Chargee and the Guarantors do hereby agree as follows

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive, and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. In the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargers for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee.

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as an exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

b. in the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be had against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed	2007 09 21
Tel 4169279841				
Fax 4169751531				

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	2007 09 24
Tel 4169279841		
Fax 4169751531		

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number : 07-2457

Properties

PIN	10047 - 0399 LT *Interest/Estate* Fee Simple
Description	PARCEL Q-2, SECTION M1005; BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S.O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE. S/T EASE OVER PT 14 ON 66R1838 AS IN A153720. TWP OF YORK/NORTH YORK *NOTE** DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO
Address	121 UNIT 69 GODSTONE ROAD WILLOWDALE

Chargor(s)

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

Name	1336364 ALBERTA LTD
Address for Service	4 Lake Ere Estate Chestemere, Alberta T2E 2E2

I, Ross Lightle, A.S.O., have the authority to bind the corporation.

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

This transaction deals with a 0.98309% interest in the property

Chargee(s)	*Capacity*	*Share*

Name	HILSON, JANET LOUISE
Address for Service	c/o Compass Wealth Management 375 Finlay Avenue Suite 104 Ajax, ON L1S 2E2

Statements

Schedule See Schedules

Provisions

Principal	$ 36,000.00	*Currency*	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 08 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Ross Lightle and Barb Lightle		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge Terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

Monthly payments are of interest only. Parties acknowledge that interest due on the mortgage has been deducted from the mortgage advance to the date of maturity.

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Charger, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. In the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargers for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee.

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as an exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

5. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be held against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrance Stephen Reiber	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed	2007 09 21
Tel 4169279841				
Fax 4169751531				

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1		2007 09 24
Tel 4169279841			
Fax 4169751531			

Fees/Taxes/Payment	
Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number	
Chargee Client File Number :	07-2457

Properties

PIN 10047 - 0399 LT Interest/Estate Fee Simple

Description PARCEL Q-2, SECTION M1005, BLK Q PLAN 66M1005, S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT. EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S.O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE. S/T EASE OVER PT 14 ON 66R-838 AS IN A153720 TWP OF YORK/NORTH YORK "NOTE" DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO

Address 122 UNIT
69 GODSTONE ROAD
WILLOWDALE

Chargor(s)

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

Name 1936384 ALBERTA LTD

Address for Service 4 Lake Erie Estate
Chestemere, Alberta
T2E 2E2

I, Ross Lightle, A.S.O , have the authority to bind the corporation.

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

This transaction deals with a 0.98308% interest in the property

Chargee(s)	Capacity	Share

Name HILSON, JANET LOUISE

Address for Service c/o Compass Wealth Management
375 Finley Avenue
Suite 104
Ajax, ON L1S 2E2

Statements

Schedule: See Schedules

Provisions

Principal	$ 36,000.00	Currency	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	*2.0%		
Payments			
Interest Adjustment Date	2007 06 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Ross Lightle and Barb Lightle		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge Terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

Monthly payments are of interest only. Parties acknowledge that interest due on the mortgage has been deducted from the mortgage advance to the date of maturity..

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Charger, the Chargee and the Guarantors do hereby agree as follows

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. In the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargers for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as all exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

b. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be had against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additions/provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21
Tel 4169279841			
Fax 4169751531			

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	2007 09 24
Tel 4169279841		
Fax 4169751531		

Fees/Taxes/Payment

Statutory Registration Fee	$60 00
Total Paid	$60 00

File Number

Chargee Client File Number : 07-2457

Properties

PIN	10047 - 0399 LT	*Interest/Estate*	Fee Simple
Description	PARCEL Q-2, SECTION M1005; BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT, EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S.O. 1980, FROM WHICH PARTICULARS THE SAID TITLE IS FREE. S/T EASE OVER PT 14 ON 66R1838 AS IN A153720. TWP OF YORK/NORTH YORK *NOTE** DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO		
Address	123 UNIT 69 GODSTONE ROAD WILLOWDALE		

Chargor(s)

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

Name	1336364 ALBERTA LTD.
Address for Service	4 Lake Ere Estate Chestemere, Alberta T2E 2E2

I, Ross Lightle, A.S.O., have the authority to bind the corporation.

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

This transaction deals with a 1.01508% Interest in the property

Chargee(s)	*Capacity*	*Share*

Name	HILSON, JANET LOUISE
Address for Service	c/o Compass Wealth Management 375 Finley Avenue Suite 104 Ajax, ON L1S 2E2

Statements

Schedule See Schedules

Provisions

Principal	$ 36,000.00	*Currency*	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 06 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Ross Lightle and Barb Lightle		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge Terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

Monthly payments are of interest only. Parties acknowledge that interest due on the mortgage has been deducted from the mortgage advance to the date of maturity.

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Charger, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. In the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargers for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee.

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as an exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

6. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be held against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber		121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21
Tel	4169279841			
Fax	4169751531			

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION		121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	2007 09 24
Tel	4169279841		
Fax	4169751531		

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number : 07-2457

Properties

PIN	10047 - 0399 LT	*Interest/Estate*	Fee Simple
Description	PARCEL O-2, SECTION M1005; BLK O PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT. EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S.O. 1980, FROM WHICH PARTICULARS THE SAID TITLE IS FREE. S/T EASE OVER PT 14 ON 66R1838 AS IN A153720 TWP OF YORK/NORTH YORK **NOTE** DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO		
Address	127 UNIT 58 GODSTONE ROAD WILLOWDALE		

Chargor(s)

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

Name	1336364 ALBERTA LTD.
Address for Service	4 Lake Ere Estate Chestermere, Alberta T2E 2E2

I, Ross Lightle, A.S.O., have the authority to bind the corporation.

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

This transaction deals with a 0.86398% interest in the property.

Chargee(s)	*Capacity*	*Share*

Name	HILSON, JANET LOUISE
Address for Service	c/o Compass Wealth Management 375 Finley Avenue Suite 104 Ajax, ON L1S 2E2

Statements

Schedule: See Schedules

Provisions

Principal	$ 32,250.00	*Currency*	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 09 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Ross Lightle and Barb Lightle		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge Terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

Monthly payments are of interest only. Parties acknowledge that interest due on the mortgage has been deducted from the mortgage advance to the date of maturity.

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Chargor, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. In the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargors for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee.

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as all exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

6. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors,

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be held against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21
Tel 4169279841			
Fax 4169751531			

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	2007 09 24
Tel 4169279841		
Fax 4169751531		

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number : 07-2457

Properties

PIN 10047 - 0399 LT *Interest/Estate* Fee Simple

Description PARCEL Q-2, SECTION M1005; BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT, EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S.O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE. S/T EASE OVER PT 14 ON 66R1838 AS IN A153720. TWP OF YORK/NORTH YORK **NOTE** DESCRIPTION AMENDED ON 90/07/24 BY T J.S. , CITY OF TORONTO

Address 121 UNIT
00071 GODSTONE ROAD
WILLOWDALE

Chargor(s)

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

Name 1336364 ALBERTA LTD.

Address for Service 4 Lake Ere Estate
Chestemere, Alberta
T2E 2E2

I, Ross Lightle, A.S.O., have the authority to bind the corporation

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

This transaction deals with a 1 19286% interest in the property

Chargee(s) *Capacity* *Share*

Name HILSON, JANET LOUISE

Address for Service c/o Compass Wealth Management
375 Finley Avenue
Suite 104
Ajax, ON L1S 2E2

Statements

Schedule: See Schedules

Provisions

Principal	$ 38,250.00	*Currency*	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 06 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge Terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

Monthly payments are of interest only. Parties acknowledge that interest due on the mortgage has been deducted from the mortgage advance to the date of maturity.

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Charger, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by.

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. In the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargers for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things

6. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be held against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number : 07-2457

Court File No.: 11-31827

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MADAME	)	THURSDAY, THE 26TH DAY
JUSTICE C. LABROSSE	)	OF JULY, 2012

BETWEEN:

JANET LOUISE HILSON

Plaintiff

and

1336365 ALBERTA LTD., 1336367 ALBERTA LTD., 1336364 ALBERTA LTD., 1320950 ALBERTA LTD., 1336366 ALBERTA LTD., ROSS CHARLES LIGHTLE AND BARBARA LIGHTLE

Defendants

JUDGMENT

THIS MOTION made by the Plaintiff for Judgment against the Defendants in accordance with the Statement of Claim was heard this day at Hamilton, Ontario.

UPON READING the Affidavit of Nina Douglas sworn on July 16, 2012, and the exhibits thereto, the Defendants having been noted in default, and upon hearing the submissions of counsel for the Plaintiff,

1. **THIS COURT ORDERS AND ADJUDGES** that the Defendant 1336365 Alberta Ltd. shall pay to the Plaintiff the sum of $262,771.56 as of July 3, 2012.

2. **THIS COURT ORDERS AND ADJUDGES** that the Defendant 1336367 Alberta Ltd. shall pay to the Plaintiff the sum of $267,688.27 as of July 3, 2012.

3. **THIS COURT ORDERS AND ADJUDGES** that the Defendant 1336364 Alberta Ltd. shall pay to the Plaintiff the sum of $262,771.56 as of July 3, 2012.

4. **THIS COURT ORDERS AND ADJUDGES** that the Defendant 1320950 Alberta Ltd. shall pay to the Plaintiff the sum of $267,688.27 as of July 3, 2012.

5. **THIS COURT ORDERS AND ADJUDGES** that the Defendant 1336366 Alberta Ltd. shall pay to the Plaintiff the sum of $269,909.75 as of July 3, 2012.

6. **THIS COURT ORDERS AND ADJUDGES** that the Defendants Ross Charles Lightle and Barbara Lightle shall pay to the Plaintiff the sum of $1,333,998.41 as of July 3, 2012.

7. **THIS COURT ORDERS AND ADJUDGES** that the costs of this action shall be paid to the Plaintiff by the Defendants forthwith after assessment thereof on a substantial indemnity basis.

July 26, 2012

This Judgment shall bear interest at the rate of 12% *per annum* from July 3, 2012.

Book No. 283
Document No. 53
JUL 26 2012

JANET LOUISE HILSON
Plaintiffs

-and-

1336365 ALBERTA LTD., ET AL.
Defendants
Court File No.: 11-31827

ONTARIO
SUPERIOR COURT OF JUSTICE

Action commenced at
HAMILTON

JUDGMENT

REININGER BARRISTER
Barrister and Solicitor
2 Robert Speck Parkway
Suite 590
Mississauga, Ontario
L4Z 1H8
Howard W. Reininger (LSUC #15306S)
Tel.: 905-276-9000
Fax: 905-276-9822
Solicitor for the Plaintiff

23

Schedule B
to the Claim of Janet Louise Hilson

1. The Creditor has an unsecured claim for an unknown amount against Godstone Co-ownership Inc. ("Godstone") for a sale of at least three of the units on which the Creditor held a second mortgage, which units were sold pursuant to an alleged priority right claim by Godstone to the Creditor's second mortgages.

2. Godstone has never accounted for the proceeds of sale to the Creditor.

3. In addition, Godstone has collected rent for at least a two year period without accounting to the Creditor for the rent received.

4. Particulars of the claim are set out in the Creditor's Statement of Defence and Counterclaim file in action CV-12-9934-00CL in the Commercial Court.

5. The Creditor also has a claim against Duca Financial Services Credit Union Ltd. ("Duca") for an unknown amount for breach of its obligations to advise the Creditor prior to her advancing her funds to the borrowers on units on which she held second mortgages that the purchase price being paid for the units by the borrowers were less than shown on the Transfers and Agreements of Purchase and Sale which if known to the Creditor, would not have advanced the funds pursuant to her second mortgages.

6. Duca benefited from failure to disclose this material information because if the Creditor had not advanced her funds, Duca would not have advanced its funds and not have obtained the benefit of the loans and the income it has obtained from them.

7. Duca protected itself by having obtained additional security which the Creditor was not able to obtain because of Duca's failure to disclose.

8. The particulars of this claim is set out in the Creditor's Statement of Defence and Crossclaim file in action CV-12-9934-00 in the Commercial Court.

Tab OO

NOTICE OF CLAIM RELATING TO GODSTONE CO-OWERNSHIP INC. limited only to the Maple Ridge Units and the Alberta Units

(hereinafter referred to as "Maple Ridge and Alberta Units")

A. PARTICULARS OF CREDITOR:

1. Full Legal Name of Creditor: Lape Residences Inc.

(the "Creditor").

2. Full Mailing Address of the Creditor (the original Creditor not the Assignee):

Lape Residence Inc.

c/o Keel Cottrelle LLP,

36 Toronto Street, Suite 920, Toronto, Ontario M5C 2C5

3. Telephone Number: 416-367-2900

4. E-Mail Address: cwirth@keelcottrelle.ca; mtersigni@keelcottrelle.ca

5. Facsimile Number: 416-367-2791

6. Attention (Contact Person): Christopher Wirth/Michael Tersigni

7. Has the Claim been sold or assigned by the Creditor to another party [check (√) one]?

Yes: √ No: □

B. PARTICULARS OF ASSIGNEE(S) (IF ANY):

8. Full Legal Name of Assignee(s):

Richard Krug, in Trust

(If Claim has been assigned, insert full legal name of assignee(s) of Claim (If all or a portion of the Claim has been sold). If there is more than one assignee, please attach a separate sheet with the required information.)

9. Full Mailing Address of Assignee(s):

Richard Krug, in trust

c/o Keel Cottrelle LLP

36 Toronto Street, Suite 920, Toronto, Ontario M5C 2C5

10. Telephone Number of Assignee(s): 416-367-2900

11. E-Mail Address: cwirth@keelcottrelle.ca; mtersigni@keelcottrelle.ca

12. Facsimile Number: 416-367-2971

13. Attention (Contact Person): Christopher Wirth/Michael Tersigni

C. CLAIM:

(a) Maple Ridge Units or/and Alberta Units was/still is indebted to the Creditor as follows:

$ 926,321.60 [insert $ value of claim] CAD.

D. NATURE OF CLAIM

(check (√) one and complete appropriate category)

√ A. UNSECURED CLAIM OF $ 926,321.60

□ B. SECURED CLAIM OF $ _

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

E. PARTICULARS OF CLAIM:

Other than as already set out herein, the particulars of the Creditor's total Claim are attached.

(Provide all particulars of the Claim and supporting documentation, including description of transaction(s), events or agreement(s) giving rise to the Claim, copies of any invoices, particulars of all credits, discounts, etc. claimed and particulars of any Interim Period Claim.)

Please see "BRIEF OF RICHARD KRUG, IN TRUST".

This Claim must be received by the Receiver by no later than 5:00 p.m. (Eastern Standard/Daylight Time) on May 10, 2017 by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission at the following address:

Pollard & Associates Inc.
Court-appointed Receiver of
Godstone Co-Ownership Inc., limited
only to the Maple Ridge Units and the Alberta Units
Attn: Angela K. Pollard
31 Wright St.
Richmond Hill, ON
L4C 4A2
Tel: 905-884-8191,
Fax: 905-884-4310
Email akpollard@pollardandassoc.ca

Dated at Toronto, Ontario this 10th day of May, 2017.

Signature of Creditor

Court File No.: CV-12-9934-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N :

GODSTONE CO-OWNERSHIP INC.

Applicant

- and -

MAPLE RIDGE REAL ESTATE INVESTMENTS CORP., DUCA FINANCIAL SERVICES CREDIT UNION LTD., LYDIA LUCKEVICH, RGL PROPERTY SERVICES INC., 1320950 ALBERTA LTD., 1336364 ALBERTA LTD., 1336365 ALBERTA LTD., 1336366 ALBERTA LTD., 1336367 ALBERTA LTD., PETER ZHANG, CUI HUA SUN, FANCISO CENDANA, ELIZABETH CENDANA, DAVE LALL, CARMAN MANGAL, JOE DANIEL, JIM MILNE, CHERYL FORRIN, NOEL MORRISON, RICARDO ARCHER, HYACINTH NINES, WENDY WANT, JIAN HUANG, SAUNDREA COBURN, DANIEL JOHNSTON, MARJORIE JOHNSTON, MARC LEAN and JANET LOUISE HILSON

Respondents

PARTICULARS OF CLAIM OF RICHARD KRUG, IN TRUST

Overview

1. Lape Residences Inc. ("Lape") issued a Statement of Claim against Duca Financial Services Credit Union Ltd. ("Duca"), in part, for damages in the amount of $1,260,000.00, plus interests and costs (the "Lape Action"). Duca is also a defendant in the within action.

2. Following Lape's bankruptcy, Richard Krug, in trust, on behalf of certain creditors of Lape, became the assignee of the Plaintiff's interests in the Lape Action.

3. Richard Krug, in trust hereby claims $926,321.60 against the funds held by the Receiver in respect of 24 units in a townhouse complex on Godstone road in Toronto (the "Godstone Complex") that are the subject of this Receivership.

4. As outlined in Lape's Statement of Claim, Duca held first mortgages (the "Investor Mortgages") over investor units in the Godstone Complex (the "Investor Units"). The 24 units at issue in this Receivership were part of the Investor Units.

5. Duca also held first mortgages over 9 units owned by Lape (the "Lape Units"), which Duca held as collateral security to the Investor Mortgages (the "Collateral Security Mortgages").

6. Duca was required to discharge the Collateral Security Mortgages as the Investor Mortgages were paid down over time. However, Duca failed to do so.

7. Instead, following the sale of each of the Lape Units, Duca held funds it received on the discharge of the Collateral Security Mortgages in a "General Account" (the "Security Fund"). Duca thereafter used monies from the Security Fund to cover defaulting Investor Mortgages without first exhausting its remedies under those Investor Mortgages.

8. The amount of the Security Fund received and used by Duca is $1,260,000.00, of which $926,321.60 was used to cover the defaulting mortgages in respect of the 24 units at issue in this Receivership.

9. Richard Krug, in trust therefore makes a claim for the return of the $926,321.60 that was wrongly taken from the Security Fund to cover the defaulting mortgages on the 24 units that are the subject of this Receivership.

Claim of Lape Residence's Inc.

10. Lape issued its Statement of Claim on May 27, 2011 in Court File No. CV-11-00427489 (Commercial List Court File No. CV-14-10765-00CL), wherein it seeks damages in the amount of $1,260,000.00, plus interests and costs, against Duca.

11. Duca defended the Lape action. The parties have since amended their pleadings. Attached hereto at Tab "A" is Lape's Fresh as Amended Statement of Claim, amended May 24, 2016. Attached hereto at Tab "B" is Duca's Fresh as Amended Statement of Defence, amended May 31, 2016.

12. On May 2, 2013, a group of investors in Lape, including Richard Krug, issued a Statement of Claim against Lape in Court File No. CV-13-479582 claiming damages in the amount of $1,011,984.18 plus interest and costs. On May 31, 2013, the group of investors obtained default judgment against Lape in the amount of $1,364,084.64 and $1,150.00 for costs. Attached hereto at Tab "C" is a copy of the Judgment, dated May 31, 2013.

Bankruptcy and Assignment of Claim

13. On or about August 14, 2014, the trustee in the bankruptcy of Paul Ivany, the then sole shareholder of Lape, caused Lape to file an assignment in bankruptcy. Attached hereto at Tab "D" is a copy of the Certificate of Appointment of Russo Corp. as Lape's trustee in bankruptcy, dated August 14, 2014.

14. Lape's interest as Plaintiff in the Lape Action was transferred to Russo Corp. by virtue of Lape's assignment into bankruptcy. Richard Krug requested that Russo Corp. continue with the Lape Action, but Russo Corp. refused to do so. Richard Krug then obtained an Order authorizing him to continue the Lape Action in his own name, in trust for such creditors as may join the Lape Action. Attached hereto at Tab "E" is a copy of Order of Master Jean, dated August 4, 2015.

15. On August 6, 2015 Russo Corp. assigned its interests in the Lape Action to Richard Krug, in trust. Attached hereto at Tab "F" is the Assignment of Russo Corp., dated August 6, 2015.

16. The title of the Lape Action was thereafter modified to name Richard Krug, in trust as Plaintiff. Attached hereto at Tab "G" is a copy of the Order to Continue, dated February 25, 2016.

Lape's Claim

The Godstone Project

17. Lape carried on business as a real estate developer and promoter.

18. In or about July 2007, Lape acquired legal ownership of all 103 residential townhouse units in the Godstone Complex. Mitchell Chang ("Chang") and Carmen Campagnaro ("Campagnaro") were the directors and officers of Lape at the time. They brought together investors to purchase most of the individual units in the Godstone Complex. Lape's intention was to renovate the common areas and update the individual units, which could then be sold for a profit.

19. Chang and Campagnaro arranged the financing for the investors' purchase of 78 units through Duca and other lenders. Duca was to be the first mortgagee for 78 of the units. Lape would retain 25 units for itself.

20. Lape had financed its acquisition of the Godstone Complex with mortgages. As of August, 2007, these mortgagees were demanding their funds. In order to discharge its mortgages, Lape needed to close on 55 of the 78 units it was selling to investors immediately.

The Collateral Security Mortgages Units

21. Prior to advancing funds under the Investor Mortgages, Duca determined that the Loan to Value ratio ("LTV") of 70% it required in order to advance such funds was not being met. In order to assist Duca in achieving its requisite LTV ratio, Lape offered Duca mortgages over 10 units that Lape owned in the Godstone Complex as collateral security to the Investor Mortgages (the aforementioned "Collateral Security Mortgages"). The principal amount of each Collateral Security Mortgage was $140,000.00.

22. The Collateral Security Mortgages were meant to provide Duca with additional security of an amount up to the value of the Collateral Security Mortgages against the funds Duca was advancing under the Investor Mortgages. Duca then registered first mortgages over 10 of Lape's units. Duca did not actually advance any monies to Lape under the Collateral Security Mortgages.

23. The terms of the Collateral Security Mortgages had been discussed by counsel for Lape, counsel for Duca, and J. Arnold Denton, the Duca representative handling this matter. Attached hereto at Tabs "H" to "O" are copies of the relevant written correspondence between these parties.

24. Attached hereto at Tab "P" are excerpts of the transcript of the examination for discovery of J. Arnold Denton, held on October 25, 2012, with respect to his understanding of the purpose and terms of the Collateral Security Mortgages.

25. On September 18, 2007 Duca registered first mortgages on the following 10 units owned by Lape: 57-112, 57-114, 57-118, 61-110, 61-111, 61-112, 61-114, 61-115, 69-118, and 71-112. Subsequently, unit 57-114 was replaced with a Collateral Security Mortgage on unit 65-112. In or around October 25, 2007 Duca discharged the Collateral Security Mortgage on unit 69-118 as a gesture of good faith. As such, Duca held Collateral Security Mortgages over 9 units owned by Lape. Attached hereto as Tabs "Q" through "Y" are copies of the registered Collateral Security Mortgages in respect of these 9 units:

Tab	Unit	Date Collateral Security Mortgage Registered
Q	57-112	September 18, 2007
R	57-118	September 18, 2007
S	61-110	September 18, 2007
T	61-111	September 18, 2007
U	61-112	September 18, 2007
V	61-114	September 18, 2007
W	61-115	September 18, 2007
X	65-112	October 4, 2007
Y	71-112	September 18, 2007

26. On November 12, 2008, Chang and Campagnaro officially resigned as officers and directors of Lape. Paul Ivany was assigned their shares in Lape and was elected as the sole director of Lape.

27. By January 31, 2012, all 9 of the Lape units had been sold or otherwise transferred. Duca retained $140,000.00 from the proceeds of each sale, for a total of $1,260,000.00. Note that units 61-111 and 61-112 were sold by Duca under Power of Sale. Attached hereto as Tabs "Z" through "HH" are the discharges and/or transfers in respect of the 9 units:

Tab	Unit	Date Collateral Security Mortgage Discharged
Z	57-112	December 17, 2009
AA	57-118	August 10, 2009
BB	61-110	August 10, 2009
CC	61-111	January 31, 2012
DD	61-112	January 24, 2012
EE	61-114	March 18, 2010
FF	61-115	February 26, 2010
GG	65-112	June 16, 2009
HH	71-112	December 17, 2009

The Collateral Security Mortgages Terms

28. The schedule attached to each Collateral Security Mortgage outlines three ways that the mortgages could be discharged (the "Discharge Mechanisms"). See, for example, page 3 of the Charge/Mortgage on Unit 57-118, which is attached hereto at Tab "Q", and states the following:

> The Chargor shall be entitled to a discharge of this Charge/Mortgage upon payment of the sum of $140,000.00; or in the alternative, by payment from time to time by the various Chargors of 3 ½ per cent of the total outstanding principal advanced by Duca on its Mortgages registered in connection with the Godstone Unit Mortgages; and/or evidence satisfactory to Duca in its sole direction acting

> reasonably of third Mortgages being repaid by the individual Chargors in an amount totaling $140,000.00 per unit. The evidence to be provided to Duca shall include but not be limited to copies of the individual Chargor's cheques together with a copy of the discharge statement from the Chargee of the third Mortgages. It is acknowledged that Duca is entitled to request such further and other documentation as it may require from time to time in order to satisfy itself with respect to the source of funds for the repayment of the third Mortgages.

Lape's Claim

29. In the Lape Action, Lape claims that the terms of the Collateral Security Mortgages lack context and clarity and ought to be declared void and unenforceable. As such, the amounts wrongly retained and used by Duca, being $1,260,000.00, ought to be paid to Richard Krug, in trust as the assignee Plaintiff.

30. Alternatively, Lape claims that Duca should have discharged the Collateral Security Mortgages in accordance with their Discharge Mechanisms on a rolling basis whenever there was a $140,000.00 pay down of the Investor Mortgages, or upon the collective pay down of 3.5% of the principal advanced by Duca under the Investor Mortgages. However, Duca failed to do so despite receiving payments under the Investor Mortgages, including payments following the sale of Investor Units.

31. Using the formula for a discharge of a Collateral Security Mortgage following a pay down of $140,000.00 of the Investor Mortgages, all of the Collateral Security Mortgages should have been discharged by in or around November, 2009. Using the formula for a discharge of a Collateral Security Mortgage following a collective pay down of 3.5% of the principal advanced by Duca under the Investor Mortgages, all of the Collateral Security Mortgages should have been discharged by in or around December, 2009.

32. Accordingly, all of the Collateral Security Mortgages should have been discharged by the end of 2009.

33. As Duca had not discharged the Collateral Security Mortgages as it was required to do, when the 9 Lape Units themselves were sold, Duca retained $140,000.00 from the sale of each of Lape's units as cash security. This cash security formed a Security Fund.

34. There was no agreement between Duca and Lape permitting Duca to retain these funds. Upon discharging a Collateral Security Mortgage, Duca should have provided any funds it received to Lape.

35. In the alternative, if Duca did have a right to retain and hold these funds as a Security Fund, Duca held these monies in trust for Lape, to be released to Lape as Duca's outstanding Investor Mortgages over the Investor Units were paid down in accordance with the Discharge Mechanisms. Duca failed to return these monies to Lape as Duca was required to do.

36. In the further alternative, if Duca did have a right to retain and hold these funds in the Security Fund and did not hold them in trust, Duca had no right to unilaterally access and utilize and/or transfer these monies without the express consent of Lape. In other words, Duca had no right to unilaterally appropriate these monies to itself or to use them to satisfy other debts, including any alleged defaults or shortfalls on the Investor Mortgages.

37. Duca was required to exhaust its remedies under the Investor Mortgage before applying monies it held in the Security Fund, if it was entitled to apply such amounts at all, to any defaults or shortfalls on the Investor Mortgages. As such, Duca misappropriated monies to which it was not entitled from the Security Fund.

38. Furthermore, Duca did not provide sufficient notice to investors of their defaults on the Investor Mortgages, or of any intention to take action against the investors for such defaults. It also failed to provide sufficient notice to Lape that it would take monies from the Security Fund and apply them to cure defaulting Investor Mortgages.

Claim Against the Receivership Units

39. A significant amount of money taken from the Security Fund was applied against the defaulting mortgages with respect to the 24 units that are the subject of this Receivership, being units owned by Maple Ridge Real Estate Investments Corp. ("Maple Ridge"), 1320950 Alberta Ltd, 1336364 Alberta Ltd., 1336365 Alberta Ltd., 1336366 Alberta Ltd., or 1336367 Alberta Ltd. (collectively, the "Alberta Companies").

40. As the owners of these 24 units failed to pay their respective mortgages to Duca, Duca took monies from the Security Fund and used them to cover the defaults and keep these mortgages in good standing. The Maple Ridge and Alberta Companies therefore benefitted from Lape's money being used to cover their mortgages over these 24 units.

41. As such, the claim of Richard Krug, in trust in these proceedings is limited only to the amount of the Security Fund used by Duca to cover the mortgage defaults in respect of these 24 units.

42. Duca has produced an Account Reconciliation of the "General Account" which held the Security Fund. Attached hereto at Tab "II" is a copy of that Account Reconciliation, together with the schedules attached thereto.

43. Duca has also produced an Account History for each of the 24 units that are the subject of this Receivership. Attached hereto at Tabs "JJ" through "GGG" are copies of the Account History for each of these 24 units.

44. Based on the Account History provided by Duca, the total amount of money used by Duca to cover mortgage defaults on the units owned by Maple Ridge and the Alberta Companies is $926,321.60, which is broken down as follows:

TAB	Unit	Owner	General Account Transfer (including Bonus Share Redemption, but not Attorned Rents)	Bonus Share Redemption Amount	TOTAL (General Account Transfer less Bonus Share Redemption)
JJ	57-111	Maple Ridge	$50,330.45	$376.00	**$49,954.45**
KK	57-119	Maple Ridge	$53,064.00	$388.00	**$52,676.00**
LL	59-117	Maple Ridge	$52,109.50	$388.00	**$51,721.50**
MM	63-111	Maple Ridge	$59,160.50	$376.00	**$58,784.50**
NN	63-115	Maple Ridge	$52,109.50	$388.00	**$51,721.50**
OO	63-116	Maple Ridge	$53,067.50	$388.00	**$52,679.50**
PP	71-118	Maple Ridge	$49,989.56	$373.00	**$49,616.56**

TAB	Unit	Owner	General Account Transfer (including Bonus Share Redemption, but not Attorned Rents)	Bonus Share Redemption Amount	TOTAL (General Account Transfer less Bonus Share Redemption)
QQ	67-115	1320950 Alberta Ltd.	$37,503.05	$373.00	**$37,130.05**
RR	67-116	1320950 Alberta Ltd.	$40,775.29	$373.00	**$40,402.29**
SS	67-120	1320950 Alberta Ltd.	$21,911.23	$387.00	**$21,524.23**
TT	67-121	1320950 Alberta Ltd.	$34,217.00	$387.00	**$33,830.00**
UU	69-124	1320950 Alberta Ltd.	$50,237.83	$387.00	**$49,850.83**
VV	69-121	1336364 Alberta Ltd.	$37,311.40	$376.00	**$36,935.40**
WW	69-123	1336364 Alberta Ltd.	$27,134.75	$376.00	**$26,758.75**
XX	69-127	1336364 Alberta Ltd.	$51,199.16	$388.00	**$50,811.16**
YY	69-116	1336365 Alberta Ltd.	$47,442.70	$376.00	**$47,066.70**
ZZ	69-117	1336365 Alberta Ltd.	$27,020.28	$376.00	**$26,644.28**
AAA	69-120	1336365 Alberta Ltd.	$25,851.29	$376.00	**$25,475.29**
BBB	69-126	1336365 Alberta Ltd.	$23,414.88	$388.00	**$23,026.88**
CCC	69-111	1336366 Alberta Ltd.	$4,276.00	$376.00	**$3,900.00**
DDD	69-114	1336366 Alberta Ltd.	$31,609.32	$376.00	**$31,233.32**
EEE	69-115	1336366 Alberta Ltd.	$35,684.00	$376.00	**$35,308.00**
FFF	69-110	1336367 Alberta Ltd.	$23,968.76	$376.00	**$23,592.76**
GGG	69-125	1336367 Alberta Ltd.	$46,064.65	$387.00	**$45,677.65**
		TOTALS	$935,452.60	$9,131.00	**$926,321.60**

45. Maple Ridge and the Alberta Companies have benefitted from the use of Lape funds to cover their defaulting mortgages. There has been a corresponding deprivation to Lape as a result. There is no juristic reason for Maple Ridge and the Alberta Companies to enjoy this benefit at Lape's expense.

Summary

46. Lape provided Collateral Security Mortgages to Duca over 9 units it owned in the Godstone Complex. These Collateral Security Mortgages were given as collateral security to the Investor Mortgages held by Duca on the Investor Units in the Godstone Complex.

47. Upon the sale of the Lape Units, Duca discharged the Collateral Security Mortgages, but retained a total of $1,260,000.00 as a Security Fund. Duca thereafter wrongly used such monies to cover defaults on the Investor Mortgages, including $926,321.60 that was used to cover the defaults in respect of mortgages held against the 24 units subject to this Receivership.

48. Richard Krug, in trust, having been assigned the Plaintiff's interest in the Lape Action, seeks a return of this $926,321.60, and pre-judgment interest upon same from the date that each amount was improperly removed from the General Account, in priority to Duca and/or any other claimants in these proceedings.

May 10, 2017

KEEL COTTRELLE LLP
36 Toronto Street, Suite 920
Toronto, Ontario M5C 2C5

Christopher Wirth LSUC#: 32513V
Michael Tersigni LSUS#: 66498f
Tel: 416-367-2900
Fax: 416-367-2791

Lawyers for the Plaintiff,
Richard Krug, in trust

Tab PP

Luckevich

Maple Ridge Units	Principal	Interest at 12 % From July 1, 2008 To July 1, 2017	Total
57 – 111	$36,000.00	$38,880.00	$74,880.00
57 – 119	32,250.00	34,830.00	67,080.00
59 – 117	32,250.00	34,830.00	67,080.00
63 – 111	36,000.00	38,800.00	74,880.00
63 – 115	32,250.00	34,830.00	67,080.00
63 – 116	32,250.00	34,830.00	67,080.00
71 – 118	38,250.00	41,310.00	79,560.00
		Total	$497,640.00

Hilson

Alberta Units	Principal	Interest at 12 % From July 1, 2008 To July 1, 2017	Total
67 - 115	$38,250.00	$41,310.00	$79,560.00
67 – 120	36,000.00	38,800.00	74,880.00
67 – 121	36,000.00	38,800.00	74,880.00
69 – 124	32,250.00	34,830.00	67,030.00
69 – 121	36,000.00	38,800.00	74,880.00
69 – 123	36,000.00	38,800.00	74,880.00
69 – 127	32,250.00	34,830.00	67,030.00
69 – 116	36,000.00	38,800.00	74,880.00
69 – 117	36,000.00	38,800.00	74,880.00
69 – 120	36,000.00	38,800.00	74,880.00
69 – 126	32,250.00	34,830.00	67,030.00
69 – 111	36,000.00	38,800.00	74,880.00
69 – 114	36,000.00	38,800.00	74,880.00
69 – 115	36,000.00	38,800.00	74,880.00
69 – 110	36,000.00	38,800.00	74,880.00
69 – 125	32,250.00	34,830.00	67,030.00
		Total	$1,171,360.00

REININGER BARRISTER

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Fax: 905-276-9822
hr@reiningerbarrister.com

BY EMAIL

June 1, 2017

Angela K. Pollard
Pollard & Associates Inc.
in its capacity as Court-appointed Receiver of
Godstone Co-Ownership Inc. limited only to the
Maple Ridge Units and the Alberta Units
31 Wright Street
Richmond Hill, Ontario
L4C 4A2

Dear Ms. Pollard:

Re: Lydia Luckevich and Janet Louise Hilson Claim – Godstone Properties

Further to your email yesterday and our subsequent discussions, I am attaching the calculations of the amount owing to my clients on a per unit basis as requested.

Please contact me if you have any further questions.

Thank you.

REININGER BARRISTER
Per:

Howard W. Reininger

HWR:jd
Attachment
c: Kelly Preston (via email)
c: Clients

REININGER BARRISTER

Howard W. Reininger, B.Sc., J.D., LL.M.
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BY EMAIL

May 30, 2017

Angela K. Pollard
Pollard & Associates Inc.
in its capacity as Court-appointed Receiver of
Godstone Co-Ownership Inc. limited only to the
Maple Ridge Units and the Alberta Units
31 Wright Street
Richmond Hill, Ontario
L4C 4A2

Dear Ms. Pollard:

Re: Lydia Luckevich and Janet Louise Hilson Claim – Godstone Properties

Further to your email of May 29th, I would provide you with the following further information:

Lydia Luckevich

You have received with Ms. Luckevich's Claim a copy of each mortgage upon which the judgment was obtained. The amount shown on each mortgage that you have is the amount owed on that particular unit plus the accrued interest to the date of judgment from the date of maturity on the mortgage. There were no further schedules on the motion for judgment so you have the details on a per unit basis from the documents provided to you with the initial Claim.

With respect to Schedule B to Ms. Luckevich's Claim, the three units that were sold by Godstone under their alleged priority rights were 57 Godstone, Unit 117, 57 Godstone, Unit 120, and 59 Godstone, Unit 111. Ms. Luckevich actually received a statement from her lawyer after these were sold which indicates the amount paid to Godstone with respect to each unit under alleged priority claim totaled $102,781.19 and the three Funds Statements she received are attached to this letter. No information

concerning any rents received appears to have been credited on these statements and we have no further information about any rents received for any of the units.

Janet Louise Hilson

The three units sold by Godstone are units on which Ms. Hilson had mortgages were 67 Godstone, Unit 118, 69 Godstone, Unit 122 and 71 Godstone, Unit 120. However, unlike Ms. Luckevich, Ms. Hilson never received any Funds Statements and there was no information as to what these units were sold for, how much received and how much was taken by Godstone Co-Ownership. No information with rents received for these units or any other units are known to us.

In addition, five other units were sold by Mr. Reiber purportedly acting on behalf of my client under power of sale prior to the judgment obtained by Ms. Hilson and these units were 69 Godstone, Unit 117, 67 Godstone, Unit 119, 69 Godstone, Unit 112, 71 Godstone, Unit 117 and 71 Godstone, Unit 121. The amount received from these sales by Ms. Hilson from all of these five sales by Ms. Hilson was $39,006.06 but that was received before the judgment and the judgment amount remains accurate. Mr. Reiber has never reported to Ms. Hilson on these sales and has no knowledge what happened to the funds except for $39,006.06 received.

The amount owned on a per unit basis again is the amount shown on each of the Charges you have already been provided with plus interest which has accrued from the maturity date less the small credit aforesaid.

Thank you.

REININGER BARRISTER
Per:

Howard W. Reininger

HWR:jd

c: Kelly Preston (via email)

c: Clients

Angela Pollard

From:	Litigation <litigation@reiningerbarrister.com>
Sent:	Tuesday, May 30, 2017 3:45 PM
To:	akpollard@pollardandassoc.ca
Cc:	kelli.preston@devrylaw.ca
Subject:	Lydia Luckevich and Janet Louise Hilson Claim - Godstone Properties
Attachments:	DOC017.pdf

Dear Ms. Pollard:

Herewith please find correspondence to you of even date from Mr. Reininger concerning the above-noted matter.

J. Dodd
Legal Assistant to Howard W. Reininger

Reininger Barrister
Barrister and Solicitor
2 Robert Speck Parkway, Suite 290
Mississauga, Ontario
L4Z 1H8

Tel: 905-276-9000
Fax: 905-276-9822

Tab QQ

DEVRY SMITH FRANK *LLP*
Lawyers & Mediators

Kelli.Preston@devrylaw.ca
416-446-3344

July 13, 2017

VIA E-MAIL AND REGULAR MAIL

Pollard and Associates Inc.
31 Wright Street
Richmond Hill, Ontario
L4C 4A2

Attn: Angela Pollard

Dear Ms. Pollard:

Re: Receivership of Godstone Co-Ownership Inc., and the security of and Lydia Luckevich
Our Matter No. POAS0018

We take this opportunity to report to you on the validity of the security granted by Maple Ridge Real Estate Investments Corp. ("Maple") to Lydia Luckevich ("Luckevich"),

In preparing the opinions hereinafter expressed we have reviewed the photocopies of Luckevich's security. For the purposes of this opinion, it is assumed that the signatures therein are genuine, and that valuable consideration therefore was given and that all corporate authorities were in place at the time of the execution of any loan agreements and/or the granting of any security granted by the corporations. We have also reviewed such searches we considered necessary. We express no opinion with respect to priority or ownership of the collateral. Subject to the foregoing, we are pleased to advise you as follows:

Maple

Corporate Structure

A Corporate search conducted with the Province of Ontario Ministry of Government Services (the "Ministry") on March 29, 2017 reveals that Maple was incorporated pursuant to the laws of the province of Ontario on June 29, 2006, with a corporate head office address of c/o Kevin Collins, 210 Frye Lane RR1, Perth Road, Ontario, K0H 2L0, showing Kevin Collins as the sole Director, and the last document filed being the 2010 Annual Return filed October 8, 2011.

Charge/Mortgages of Land from Maple

As security for payment of monies advanced by Maple, as Mortgagor, Luckevich, as Mortgagee, granted the following mortgages:

Instrument #	Address of Property	Date of Registration	Registry Office	Amount of Mortgage
AT1583189	Unit 111, 57 Godstone Road, Willowdale	2007/09/24	Toronto	$36,000.00
AT1583191	Unit 119, 57 Godstone Road, Willowdale	2007/09/24	Toronto	$32,250.00
AT1583196	Unit 117, 59 Godstone Road, Willowdale	2007/09/24	Toronto	$32,250.00
AT1583198	Unit 111, 63 Godstone Road, Willowdale	2007/09/24	Toronto	$36,000.00
AT1583199	Unit 115, 63 Godstone Road, Willowdale	2007/09/24	Toronto	$32,250.00
AT1583200	Unit 116, 63 Godstone Road, Willowdale	2007/09/24	Toronto	$32,250.00
AT1583202	Unit 118, 71 Godstone Road, Willowdale	2007/09/24	Toronto	$38,250.00

The mortgages referenced above are hereinafter collectively referred to as the "Lukevich Mortgages". We are of the opinion that the Luckevich Mortgages are valid and enforceable in accordance with their written terms.

Property Identification Number 10047 – 0399 appear on all Luckevich Mortgages.

Subject to the "Qualifications" below, we are of the opinion that the security comprised by the Security are perfected.

The uncertified PPSA search conducted on Maple disclosed no PPSA registrations.

Assumptions

For the purposes of rendering the opinion expressed herein we have assumed that:

1. The entering into, execution and delivery of the Security to Luckevich and subsequently have been duly authorized by all necessary resolutions and other corporate actions on the part of the Corporations.

2. The Security has been executed and delivered to Luckevich by a director and/or officer of the Corporations duly authorized, executed and delivered those documents and the signatures on the copies of the Security examined by us is that of the duly authorized director and/or officer of the Corporations.

3. The Security constitutes valid and enforceable obligations of the Maple to Luckevich as security for Maple's obligations to Luckvich subject to the requirements of the PPSA (Ontario), and the Bankruptcy and Insolvency Act (Canada) (the "BIA").

4. The Security has been unconditionally delivered by Maple to Luckevich.

5. The Security has not been assigned, released or discharged or otherwise impaired either in whole or in part.

6. The financing statements filed under the PPSA in respect of the Security, if any, were completed in compliance with the regulations under the PPSA and copies thereof were delivered to the Corporations in accordance with the provisions of the PPSA.

7. Maple is indebted to Luckevich and received adequate consideration for the grant of the Security.

8. The genuineness of all signatures and the legal capacity of all natural persons whose signatures appear on behalf of Luckevich and the conformity of the original documents of all documents submitted to us as photo static copies.

10. Maple was a valid and subsisting company at the time of execution and delivery of the Security and continue to be duly incorporated or amalgamated and validly existing since that time.

11. There are no other agreements or extraneous facts not disclosed in the Security that would or might affect the validity or enforceability of the Security.

12. That none of the collateral granted to Luckevich to secure the obligations owed by Maple under the Security comprises Consumer Goods (as defined in the PPSA).

13. That the collateral described in the Security that comprises tangible personal property is situate in the Province of Ontario and has been since Maple acquired rights in that collateral.

14. The copies of the PPSA reports examined by us in connection with the opinions given herein was complete and accurate when examined and continues to reflect registrations against Maple as of the date hereof.

15. Maple and Luckevich intended the security interests created by the Security to attach, value has been given, and Maple had obtained rights in the collateral secured by the Security.

16. All facts as set out in official public records and other documents supplied by public officials or otherwise conveyed to us by public officials are complete, true and accurate.

17. We have relied upon certificates of public offices as to matters of fact not stated herein to have been assumed or independently verified or established by us.

18. We have assumed the accuracy and currency of the indices and filing systems maintained at the public officers where we have searched or inquired or have caused such searches or inquiries to be conducted.

19. We have assumed that Maple has have no legal defence against Luckevich for, without limitation, absence of legal capacity, fraud by or to the knowledge of Luckevich, misrepresentation, undue influence or duress.

20. We have assumed that monies were in fact advanced by Luckevich to Maple and that monies are in fact owing by the Maple to Luckevich with respect to the advances as of the date hereof.

Qualifications

In addition to any qualifications made within the context of the within correspondence, we have assumed that all signatures contained in the Security are genuine, that valuable consideration was given, and that all necessary corporate approvals were obtained. Where we have reviewed photocopies of documents, we assume that the copies conform with the original documents. We assume that any uncertified search conducted pursuant to the PPSA will conform with the "certified search" to be obtained. We have also assumed that the respective parties had the legal capacity to execute and deliver the documents on behalf of the Corporations.

The foregoing opinion is also subject to the following exceptions and qualifications:

1. General Qualifications

   (a) Enforcement of the security reviewed herein may be limited by laws of general application affecting creditors' rights and by common law such as bankruptcy, winding up, insolvency, reorganization, moratorium, limitation of action, fraudulent preference and conveyance, assignment and preference laws, including the notice requirements and restrictions on enforcement contained in the PPSA and in the Bankruptcy and Insolvency Act (Canada);

(b) enforcement may be limited by principles of public policy and by general principles of equity, the availability of equitable remedies (such as specific performance and injunctive relief) is subject to certain equitable defences and to the discretion of a court of competent jurisdiction and the court has jurisdiction to grant relief from acceleration;

(c) the enforceability of the Security is subject to the powers of a court to grant relief from forfeiture, to stay proceedings and to stay executions on judgments and may be affected by the course of conduct of the party seeking to enforce it or may be limited by general principles of law and equity relating to the conduct of Maple prior to execution of or in the administration or performance of the Security reviewed, including, without limitation undue influence, unconscionability, duress, misrepresentation and deceit, estoppel and waiver, laches, reasonableness and good faith in the exercise of discretionary powers, the obligation to generally act in a reasonable manner, the materiality of the breach or alleged breach of the provisions of the Security and impracticability or impossibility of performance;

(d) the enforceability of the Security reviewed by an Ontario court is subject to the Limitations Act, 2002, S.O. 2002, c. 24 which provides that a limitation period under such Act applies despite any agreement to vary or exclude it. I express no opinion as to whether a court may find any provisions of the Security to be unenforceable as an attempt to vary or exclude a limitation period under the Act;

(e) any action before a court in the Province of Ontario on any of the terms of the Security may be barred by the Limitations Act, 2002, S.O. 2002, c. 24 after the applicable prescription or limitation period has expired;

(f) this opinion is limited to the statements of acts or matters set forth herein as existing as at the date of this opinion; and,

(g) no opinion is expressed as to any licences, permits or approvals that may be required in connection with the enforcement of the Security by Maple, or by any person acting on their behalf, whether such enforcement involves the operation of the business of the Corporations or a sale, transfer or disposition of its property and assets.

2. Qualifications regarding the Security

(a) no opinion is expressed regarding the enforceability of clauses in the Security which:

(i) provide that the Security constitute the "entire agreement" among the parties and there are no other representations, warranties, terms, conditions, undertakings or collateral agreements among the parties;

(ii) state that modifications, amendments or waivers of or with respect to any of the Security is not binding or are ineffective unless made by written instrument signed by the parties;
(iii) purport to confer upon any party the right to exercise any discretionary power or make any determination in its sole or unfettered discretion;
(iv) purport to limit or exculpate a party from liability in respect of its own acts or omissions;
(v) purport to limit or exculpate a party from any duty or obligation otherwise imposed by law, or to exclude or limit such party's liability for failure to discharge any such duty or obligation;
(vi) provide that if any provision in the Security contravenes any law, the provision is deemed to be amended to the extent that it does not contravene such law;
(vii) purport to waive or affect any rights to notices;
(viii) relate to delay or omission of the enforcement of remedies by Maple; or,
(ix) relate to time periods for complying with demands (including demands for payment) or to determinations made by a party in the exercise of a discretion purported to be given to such party where such demands or determinations are made in an unreasonable or arbitrary fashion;

(b) rights of indemnity and contribution under the Security may not be enforceable to the extent that they are found to be contrary to equitable principles or public policy or that they directly or indirectly relate to liabilities imposed on Maple by law for which it would be contrary to public policy or equitable principles to require Luckevich to indemnify Maple;

(c) the awarding and recoverability of costs and expenses and the quantum and scale of costs and expenses is in the discretion of a court of competent jurisdiction notwithstanding any provisions in the Security, and may be limited to those a court considers to be reasonably incurred;

(d) no opinion is given as to the enforceability of any specific provisions of the Security, including any provision which purports to provide for the severance of illegal or unenforceable provisions from the remaining provisions of the Security without affecting the enforceability of the remaining provisions;

(e) provisions in the Security to the effect that Maple is not responsible to Luckevich for the misconduct or negligence of any receiver and manager or any other person appointed by it may be invalid;

(f) a court of competent jurisdiction may impose limitations or restrictions at common law or in equity upon the rights of a creditor to enforce or receive immediate payment of amounts stated to be payable on demand;

(g) a court may decline to hear an action if it determines, in its discretion, that it is not the proper forum or if concurrent proceedings are brought elsewhere;

(h) if it exists, a provision in the Security which restricts or purports to restrict or has the effect of restricting access to a court or which compels arbitration and limits or restricts appeals therefrom or which purports to waive any statutory rights or to relieve a person from any liability or duty imposed or owed by law may be unenforceable;

(i) if it exists, any provision of the Security that provides for a forfeiture of a deposit or any other property or which provides for a particular calculation of damages upon breach may not be enforceable if it is interpreted by a court to be a penalty or if the court determines that relief from forfeiture is appropriate; and,

(j) a court might not allow Maple to exercise rights to accelerate the performance of obligations or otherwise seek the enforcement of the Security based upon the occurrence of a default deemed immaterial or which has been remedied.

3. Qualifications Regarding Security Issues

(a) no opinion is expressed in respect of the ownership or other right, title and interest of Maple in any collateral intended to be subject to the security interests created by the Security or as to the rank or the priority of Luckevich's security interests therein vis-a-vis each other or other creditors of the borrower;

(b) insofar as any security in favour of Luckevich consists of a mortgage, pledge, charge or assignment of or upon any lease, agreement, agreement for income, proceeds or other monies or any other document for any rent, income, or other interest derived therefrom, our opinion pertaining thereto is subject to the qualification that notice of such security interest may have to be given to the obligor thereunder, the consent of the obligor thereunder may be required in order for such assignment to be effective and the further qualification that the party intended to be secured thereby may be affected by the equities between the immediate parties thereto;

(c) to the extent that Security purports to assign or create a security interest in amounts due to Luckevich by any governmental agency or authority, such assignment or security interest is subject to any applicable restrictions relating to the assignment of Crown debts;

(d) a security interest granted by the Corporations in after-acquired personal property will not attach to such property until the Corporations acquire rights therein, and may expire in respect of personal property which is disposed of to third parties in certain circumstances as set out in the PPSA;

(e) we express no opinion as to any security interest purported to be created by the Security in any of the circumstances described in Section 4(1) of the PPSA in respect of which the PPSA is stated to have no application;

(f) notwithstanding that the security interests created by the Security may have been perfected by registration under the PPSA:

(i) such security interests in securities, instruments, chattel paper, documents of title or money, as those terms are respectively defined in the PPSA, will be defeated by certain claimants obtaining possession of that property in the circumstances described in the PPSA, the Securities Transfer Act, 2006 or the Bills of Exchange Act (Canada); and,

(ii) such security interests in goods (as defined in the PPSA) will be defeated by certain claimants to whom the Corporations sell or lease those goods in the ordinary course of business in the circumstances described in the PPSA;

(g) no opinion is expressed with respect to the creation, perfection, validity, binding nature or enforceability of the security interests created by the Security in any collateral for which, pursuant to applicable conflicts of law rules, the creation, validity, perfection or enforceability and effect of perfection and non-perfection or the enforceability of any Security as it relates thereto are governed by the laws of a jurisdiction other than the Province of Ontario or the federal laws of Canada applicable therein;

(h) the PPSA imposes certain obligations on secured creditors which cannot be varied by contract. The legislation may also affect the enforcement of certain rights and remedies under the Security to the extent that these rights and remedies are inconsistent with or contrary to the legislation. The PPSA may require certain delays in realization. We express no opinion regarding the consequences to Luckevich of any such delay;

(i) no opinion is expressed regarding the creation, validity, or enforceability or perfection of any security interest expressed to be created by or under the Security with respect to any property or assets or any proceeds of such property or assets which are not identifiable or traceable;

(j) no opinion is expressed regarding the creation, validity, enforceability or perfection of any security interest or other interest in, or the enforceability of the Security insofar as it relates to any of the following property or any interest therein:

(i) any real property, fixtures, crops or mineral claims;

(ii) any policy of insurance or contract of annuity;

(iii) any permits, quotas, licenses or other similar property which is not personal property or which is conferred by governmental bodies and certain types of collateral which are subject to the jurisdiction of the federal government of Canada;

(iv) any property to the extent that a lien or other interest therein is governed by the provisions of a statute of Canada including, without limitation, any vessel registered under the Canada Shipping Act (Canada) and any rolling stock, patents, trade-marks, copyrights and other intellectual property rights;

(v) any goodwill, patents, trademarks, copyrights or other intangibles owned or used by the Corporations; and,

(vi) any contractual rights, which by its terms or by the nature of the contract, or any permits, quotas, licenses or other similar property, which by its terms, its nature or by the nature of the business of any of the Corporations, cannot be the subject of a lien or other interest, without the consent, authorization or approval of a third party;

(k) although the Security purport to constitute a first, fixed and specific mortgage on, among other things, "after-acquired" property of Maple the priority of the Security on certain classes of after-acquired property such as real property or intellectual property may be affected unless a supplemental indenture specifically charging such after-acquired property or notice of the Security are registered against such after-acquired property;

(l) if the collateral includes fixtures or goods that may become fixtures or a right to payment under a lease of real property or under a mortgage or charge of real property to which the PPSA applies, a notice in the form prescribed under the PPSA must be registered in the appropriate land registry office or offices in order to preserve the priority of the security interest in such collateral;

(m) we express no opinion as to the creation of any security interest in property consisting of a receivable, licence, approval, privilege, franchise, permit, lease or agreement (collectively, the **"Special Property")** to the extent that the terms of the Special Property or any applicable law prohibit the assignment or require, as a condition of assign-ability, a consent, approval or other authorization or registration which has not been made or given;

(n) no opinion is expressed in this opinion letter as to any of those matters which I assumed for the purposes of rendering the opinions expressed above;

(o) no opinion is expressed in this opinion letter as to the legality, validity, binding effect or enforceability of any provision of the Security purporting to create a right of set-off or compensation of any deposit with or obligations of any heirs or assigns of Luckevich against the obligations of the Maple to Luckevich;

(p) no opinion is expressed as to the validity or enforceability of the security interest described in the Security in any portion of any personal property to which the PPSA does not apply.

In addition, we express no opinion with respect to the following:

(a) the quantum of the claim or claims of Luckevich under the Security;

(b) the priority of the claim or claims of Luckevich in relation to other perfected security interests;

(c) the validity of the registrations of other secured creditors with respect to their interests against the Corporations pursuant to the PPSA;

(d) possible claims in the nature of purchase-money security interests and claims under section 81.1(1) of the *Bankruptcy and Insolvency Act* ranking in priority to the claim or claims of Luckevich under the Security;

(e) possible trust claims under federal or provincial legislation ranking in priority to the claim or claims of Luckevich,

(f) possible intervening registrations by creditors;

(g) variations between a certified and an uncertified/verbal copy of the PPSA Search;

(h) we assume conformity between the photocopy of the Security; and,

(i) that, at the date of the execution and perfection of the Security, Maple was in good standing whose charter had not been revoked by an authority of competent jurisdiction.

Searches

We have caused the following searches to be conducted with respect to Maple in order to determine Luckevich's current security position:

1. Maple:

(a) Bankruptcy – (current to July 12, 2017) –clear
(b) Official Receiver – (current to July 12, 2017 – Bankrupt as of August 19, 2014
(c) Section 427 Bank Act – (current to July 13, 2017 - clear
(d) Execution Search (Frontenac at Kingston) – (current to July 12, 2017**) – Writ # 12-0000414 filed by Luckevich for the amount of $447,500.00, plus costs of $21,931.95

Please feel free to contact me if you have any questions with respect to this matter. Thank you.

Yours very truly,

DEVRY SMITH FRANK LLP

Kelli Preston
KP:lm

Tab RR

NOTICE OF CLAIM RELATING TO GODSTONE CO-OWERNSHIP INC. limited only to the Maple Ridge Units and the Alberta Units

(hereinafter referred to as "Maple Ridge and Alberta Units")

A. PARTICULARS OF CREDITOR:

1. Full Legal Name of Creditor: Lydia Luckevich

(the "Creditor").

2. Full Mailing Address of the Creditor (the original Creditor not the Assignee):

c/o Reininger Barrister

Barrister and Solicitor

2 Robert Speck Parkway, Suite 290

Mississauga, Ontario, L4Z 1H8

3. Telephone Number: 905-276-9000

4. E-Mail Address: hr@reiningerbarrister.com

5. Facsimile Number: 905-276-9822

6. Attention (Contact Person): Howard W. Reininger

7. Has the Claim been sold or assigned by the Creditor to another party [check (√) one]?

Yes: ☐ No: x

B. PARTICULARS OF ASSIGNEE(S) (IF ANY):

8. Full Legal Name of Assignee(s):

_____

(If Claim has been assigned, insert full legal name of assignee(s) of Claim (If all or a portion of the Claim has been sold). If there is more than one assignee, please attach a separate sheet with the required information.)

9. Full Mailing Address of Assignee(s):

_____

10. Telephone Number of Assignee(s): _____

11. E-Mail Address: _____

12. Facsimile Number: _____

13. Attention (Contact Person): _____

C. CLAIM:

(a) Maple Ridge Units or/and Alberta Units was/still is indebted to the Creditor as follows:

$469,431.95 [insert $ value of claim] CAD plus interest at 12% per annum from May 1, 2009.

D. NATURE OF CLAIM

(check (√) one and complete appropriate category)

x A. UNSECURED CLAIM OF $ Unknown – See Schedule B

x B. SECURED CLAIM OF $469,431.95 plus interest at the rate of 12% per annum from May 1, 2009. See Schedule A.

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

E. PARTICULARS OF CLAIM:

Other than as already set out herein, the particulars of the Creditor's total Claim are attached.

(Provide all particulars of the Claim and supporting documentation, including description of transaction(s), events or agreement(s) giving rise to the Claim, copies of any invoices, particulars of all credits, discounts, etc. claimed and particulars of any Interim Period Claim.)

This Claim must be received by the Receiver by no later than 5:00 p.m. (Eastern Standard/Daylight Time) on May 10, 2017 by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission at the following address:

Pollard & Associates Inc.
Court-appointed Receiver of
Godstone Co-Ownership Inc., limited
only to the Maple Ridge Units and the Alberta Units
Attn: Angela K. Pollard
31 Wright St.
Richmond Hill, ON
L4C 4A2
Tel: 905-884-8191,
Fax: 905-884-4310
Email akpollard@pollardandassoc.ca

Dated at Mississauga this 8th day of March, 2017.

LYDIA LUCKEVICH
by her agent

Signature of Creditor
Howard W. Reininger

Schedule A
to the Claim of Lydia Luckevich

1. The security held was 14 Charges all registered September 24, 2007 on the units owned by Maple Ridge Real Estate Investments Corp. All Charges are attached.

2. Judgment has been obtained on the covenant and these mortgages totaling $469,431.95 on December 14, 2012, with interest on the sum aforesaid from May 1, 2009, at the rate of 12% per annum. A copy of the Judgment is attached.

REININGER BARRISTER

Howard W. Reininger,B.Sc., J.D., LL.M.
Mississauga Executive Centre
2 Robert Speck Parkway, Suite 290
Mississauga, Ontario L4Z 1H8
Tel.: 905-276-9000
Fax: 905-276-9822
hr@reiningerbarrister.com

BY OVERNIGHT COURIER

March 9, 2017

Angela K. Pollard
Pollard & Associates Inc.
in its capacity as Court-appointed Receiver of
Godstone Co-Ownership Inc. limited only to the
Maple Ridge Units and the Alberta Units
31 Wright Street
Richmond Hill, Ontario
L4C 4A2

Dear Ms. Pollard:

Re: In the Matter of the Receivership of Godstone Co-Ownership Inc.

Please find enclosed the Claim Forms on behalf of my clients Janet Louise Hilson and Lydia Luchevich pursuant to the Order of Mr. Justice Hainey made on March 2nd, 2017.

Please confirm and acknowledge receipt of these Claims on behalf of my clients.

Thank you.

REININGER BARRISTER
Per:

Howard W. Reininger

HWR:jd

Encls.

LRO # 80 Charge/Mortgage | Receipted as AT1563202 on 2007 09 24 at 10:52

The applicant(s) hereby applies to the Land Registrar. | yyyy mm dd | Page 1 of 12

Properties

PIN	10047 - 0399 LT *Interest/Estate* Fee Simple
Description	PARCEL Q-2, SECTION M1005; BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT. EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S.O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE. S/T EASE OVER PT 14 ON 66R1838 AS IN A153720. TWP OF YORK/NORTH YORK *NOTE** DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO
Address	116 UNIT 00071 GODSTONE ROAD WILLOWDALE

Chargor(s)

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

Name	MAPLE RIDGE REAL ESTATE INVESTMENTS CORP
Address for Service	210 Frye Lane RR 1 Perth Road, ON K0H 2L0

I, Kevin Collins, A S O , have the authority to bind the corporation

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

This transaction deals with a 1 12619% interest in the property

Chargee(s) | *Capacity* | *Share*

Name	LUCKEVICH, LYDIA
Address for Service	c/o Compass Wealth Management 375 Finley Avenue Suite 104 Ajax, ON L1S 2E2

Statements

Schedule: See Schedules

Provisions

Principal	$ 38,250.00	*Currency*	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 06 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Kevin Collins		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No 61 and agree to be bound by the terms contained therein

Monthly payments are of interest only. Parties acknowledge that the first year's interest has been prepaid and deducted from the mortgage advance

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No 61 and agree to be bound by the terms contained therein.

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10 00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Charger, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever

d. In the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargers for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as all exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets

6. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder, and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be had against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21
Tel 4169279841			
Fax 4169751531			

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste 1100 Toronto M5H 2K1	2007 09 24
Tel 4169279841		
Fax 4169751531		

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number: 07-2455

Properties

PIN 10047 - 0399 LT *Interest/Estate* Fee Simple

Description PARCEL Q-2, SECTION M1005; BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT. EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE. S/T EASE OVER PT 14 ON 66R1838 AS IN A153720. TWP OF YORK/NORTH YORK *NOTE** DESCRIPTION AMENDED ON 90/07/24 BY T.J.S , CITY OF TORONTO

Address 116
00059 GODSTONE ROAD
WILLOWDALE

Chargor(s)

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

Name MAPLE RIDGE REAL ESTATE INVESTMENTS CORP

Address for Service 210 Frye Lane
RR 1
Perth Road, ON
K0H 2L0

I, Kevin Collins, A.S.O., have the authority to bind the corporation.

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

This transaction deals with a 1 00975% interest in the property

Chargee(s) Capacity Share

Name LUCKEVICH, LYDIA

Address for Service c/o Compass Wealth Management
375 Finley Avenue
Suite 104
Ajax, ON L1S 2E2

Statements

Schedule: See Schedules

Provisions

Principal	$ 36,000.00	*Currency*	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 06 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Kevin Collins		

6. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be held against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor

Signed By

Terrence Stephen Reiber	121 Richmond Street W , Ste 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21

Tel 4169279841

Fax 4169751531

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	2007 09 24

Tel 4169279841

Fax 4169751531

AT1583744

Properties

PIN	10047 - 0399 LT Interest/Estate Fee Simple
Description	PARCEL C-2, SECTION M1005, BLK C PLAN 66M1005, S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S.O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE S/T EASE OVER PT 14 ON 65R18836 AS IN A153720 TWP OF YORK/NORTH YORK **NOTE** DESCRIPTION AMENDED ON 2007/09/24 BY T.J.S., CITY OF TORONTO
Address	117 UNIT 00083 GODSTONE ROAD WILLOWDALE

Chargor(s)

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

Name	MAPLE RIDGE REAL ESTATE INVESTMENTS CORP
Address for Service	210 Frye Lane RR 1 Perth Road, ON K0H 2L0

I, Kevin Collins, A S O , have the authority to bind the corporation

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

This transaction deals with a 0.83642% interest in the property

Chargee(s)	Capacity	Share

Name	LUCKEVICH, LYDIA
Address for Service	c/o Compass Wealth Management 375 Finley Avenue Suite 104 Ajax, ON L1S 2E2

Statements

Schedule: See Schedules

Provisions

Principal	$ 32,250.00	Currency	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 06 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Kevin Collins		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

Monthly payments are of interest only. Parties acknowledge that the first year's interest has been prepaid and deducted from the mortgage advance.

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Chargor, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. In the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargers for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee.

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as an exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

b. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be held against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W , Ste 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21
Tel 4169279841			
Fax 4169751531			

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W , Ste 1100 Toronto M5H 2K1	2007 09 24
Tel 4169279841		
Fax 4169751531		

Fees/Taxes/Payment

Statutory Registration Fee	$60 00
Total Paid	$60.00

File Number

Chargee Client File Number	07-2455

Properties

PIN	10047 - 0399 LT *Interest/Estate* Fee Simple
Description	PARCEL Q-2, SECTION M1005, BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT. EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S.O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE. S/T EASE OVER PT 14 ON 66R1838 AS IN A153720. TWP OF YORK/NORTH YORK "NOTE" DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO
Address	116 UNIT 00063 GODSTONE ROAD WILLOWDALE

Chargor(s)

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

Name	MAPLE RIDGE REAL ESTATE INVESTMENTS CORP
Address for Service	210 Frye Lane RR 1 Perth Road, ON K0H 2L0

I, Kevin Collins, A.S.O., have the authority to bind the corporation

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

This transaction deals with a 0.83109% interest in the property

Chargee(s) *Capacity* *Share*

Name	LUCKEVICH, LYDIA
Address for Service	c/o Compass Wealth Management 375 Finley Avenue Suite 104 Ajax, ON L1S 2E2

Statements

Schedule: See Schedules

Provisions

Principal	$ 32,250.00	*Currency*	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 06 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Kevin Collins		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

Monthly payments are of interest only. Parties acknowledge that the first year's interest has been prepaid and deducted from the mortgage advance

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Charger, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire in give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive, and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court
or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. In the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargors for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection of disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee.

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as an exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

6. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder,

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge.

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be held against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors.

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor.

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario.

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W , Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21
Tel 4169279841			
Fax 4169751531			

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	2007 09 24
Tel 4169279841		
Fax 4169751531		

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number	07-2455

Properties

PIN	10047 - 0399 LT Interest/Estate Fee Simple
Description	PARCEL Q-2, SECTION M1005; BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT. EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S.O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE S/T EASE OVER PT 14 ON 66R1838 AS IN A153720 TWP OF YORK/NORTH YORK "NOTE" DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO
Address	116 UNIT 00063 GODSTONE ROAD WILLOWDALE

Chargor(s)

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

Name MAPLE RIDGE REAL ESTATE INVESTMENTS CORP

Address for Service

I, Kevin Collins, A.S.O., have the authority to bind the corporation.

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

This transaction deals with a 0.85864% interest in the property

Chargee(s)	Capacity	Share
Name	LUCKEVICH, LYDIA	
Address for Service	c/o Compass Wealth Management 375 Finley Avenue Suite 104 Ajax, ON L1S 2E2	

Statements

Schedule: See Schedules

Provisions

Principal	$ 32,250 00	Currency	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 06 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Kevin Collins		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

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NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Charger, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor.

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee.

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever.

d. In the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargers for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge.

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee.

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as an exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

6. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be held against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein.

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee.

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21

Tel 4169279841

Fax 4169751531

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste 1100 Toronto M5H 2K1	2007 09 24

Tel 4169279841

Fax 4169751531

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number : 07-2455

Properties

PIN	10047 - 0399 LT Interest/Estate Fee Simple
Description	PARCEL Q-2, SECTION M1005; BLK Q PLAN 66M1005; S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT, EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R S O 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE S/T EASE OVER PT 14 ON 65R1838 AS IN A153720 TWP OF YORK/NORTH YORK "NOTE" DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO
Address	111 UNIT 00063 GODSTONE ROAD WILLOWDALE

Chargor(s)

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

Name	MAPLE RIDGE REAL ESTATE INVESTMENTS CORP
Address for Service	210 Frye Lane RR 1 Perth Road, ON K0H 2L0

I, Kevin Collins, A S O , have the authority to bind the corporation

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

This transaction deals with a 0.97509% interest in the property

Chargee(s)	Capacity	Share

Name	LUCKEVICH, LYDIA
Address for Service	c/o Compass Wealth Management 375 Finley Avenue Suite 104 Ajax, ON L1S 2E2

Statements

Schedule: See Schedules

Provisions

Principal	$ 36,000.00	Currency	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 06 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Kevin Collins		

Additional Provisions

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein

Monthly payments are of interest only. Parties acknowledge that the first year's interest has been prepaid and deducted from the mortgage advance

Chargor(s) acknowledge having received and read a copy of this mortgage, Standard Charge terms 200033 and Instrument Statement No. 61 and agree to be bound by the terms contained therein.

NOW THEREFORE IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and complete sufficiency of which is hereby acknowledged, and as a material and substantial inducement to the Chargee to enter into the Charge with the Charger, the Chargee and the Guarantors do hereby agree as follows:

1. The Guarantors desire to give this Guarantee to the Chargee as a substantial and material inducement to the Chargee to enter into this Charge with the Chargor

2. The Guarantors and each of them, as principal debtor and not as a surety, hereby guarantee to the Chargee, its successors and assigns, the full and prompt payment of the Principal Sum and all interest thereon and all other sums and charges payable by the Chargor, its successors and assigns, under this Charge, and further hereby guarantee the full and timely performance and observance of all covenants, terms, conditions and agreements set forth in this Charge and to be performed and observed by the Chargor, its successors and assigns, and the Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns that if default shall at any time be made by the Chargor, its successors and assigns under this Charge, or if the Chargor should default in the performance or observance of any of the covenants, terms, conditions or agreements contained in this Charge to be performed or observed by the Chargor, the Guarantors shall forthwith pay such Principal Sum, interest and other sums, charges and arrears thereof to the Chargee, its successors and assigns and will forthwith faithfully, diligently and promptly perform and fulfil all of such terms, covenants, conditions and agreements and will forthwith promptly pay to the Chargee, all damages and losses (including indirect and consequential losses or damages) costs, expenses and interest charges that may arise in consequence of any default by the Chargor, its successors and assigns, under this charge, including, without limitation, all solicitors' fees on a solicitor and client basis and disbursements incurred by the Chargee or caused by any such default and/or in respect of the enforcement of this Guarantee

3. This Guarantee is an absolute and unconditional guarantee of payment and of performance by the Chargor of all its covenants, terms, conditions and agreements in this Charge to be performed and observed by the Chargor. This Guarantee shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Chargee's part of any kind or nature whatsoever against the Chargor, its successors and assigns and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guarantee or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guarantee and the obligations of the Guarantors hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Chargee against the Chargor, or against the Chargor's successors and assigns, of any of the rights or remedies reserved to the Chargee pursuant to the provisions of this Charge or allowed at law or in equity or by the relief of the Chargor from any of the Chargor's obligations under this Charge or otherwise by:

a. the release or discharge of the Chargor in any creditor's proceedings, receivership, bankruptcy or other proceedings; and/or

b. the impairment, limitation or modification of the liability of the Chargor or the estate of the Chargor in bankruptcy, or of any remedy for the enforcement of the Chargor's said liability under this Charge resulting from the operation of any present or future bankruptcy or insolvency legislation or legislation of benefit or potential benefit to debtors and other statute or from the decision in any court or tribunal; and/or

c. the rejection or disaffirmation of this Charge by any trustee in bankruptcy of the Chargor, its successors and assigns, or by any receiver or receiver and manager or in any proceedings whatsoever

d. in the event of termination of this Charge, except by a surrender accepted, in writing, by the Chargee, or in the event of a rejection or disaffirmation of this Charge then, at the option of the Chargee, the Guarantors shall execute a new Charge between the Chargee as secured party and the Guarantors as Chargers for a term equal in duration to the residue of the term of this Charge remaining unexpired at the date of such termination or rejection or disaffirmation and such Charge shall contain the same covenants, conditions, terms and agreements as are contained in this Charge

3. No dealings between the Chargee and the Chargor of any kind whatsoever, whether with or without notice to the Guarantors, shall exonerate the Guarantors in whole or in part or diminish, affect or reduce the liability of the Guarantors under this Guarantee and, without limiting the generality of the foregoing, this Guarantee shall be a continuing guarantee and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of this Charge or by reason of any parting with possession of the Charged Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of this Charge or by reason of any indulgence, release, postponement, extension of time, waiver of any covenant or provision of this Charge or any obligation of the Chargor which may be granted by the Chargee to the Chargor, its successors or assigns, or by reason of the Chargee taking or releasing any security or securities or other guarantees for performance by the Chargor or by reason of any dealings or transactions or matters or things occurring between the Chargee and the Chargor, its successors and assigns.

4. No neglect or forbearance of the Chargee in endeavouring to obtain payment of all amounts payable under this Charge as and when they become due, no delay of the Chargee in taking any steps to enforce performance or observance of the covenants, terms, agreements and conditions in this Charge to be performed and observed by the Chargor, no extension or extensions of time which may be given by the Chargee from time to time to the Chargor and no other act or failure to act of or by the Chargee shall release, discharge, modify, diminish or in any way affect the liability of the Guarantors under this Guarantee

5. All of the Chargee's rights and remedies under this Charge or under this Guarantee shall be distinct, separate and cumulative and no such right or remedy in this Charge or herein mentioned, whether exercised by the Chargee or its agents, shall operate as an exclusion of or a waiver of any of the other such rights or remedies. The obligation of the Guarantors hereunder shall not be released by the Chargee's receipt, application or release of security given for the performance and observance of any covenants and conditions required to be performed or observed by the Chargor under this Charge nor shall the Guarantors be released by the maintenance of or execution upon any lien which the Chargee may have or assert against the Chargor and/or the Chargor's assets.

6. In the event of the occurrence of any circumstances defined within this Charge as an event of default and if both the Chargee and the Guarantors shall have claims against the Chargor, and if the claim of the Chargee is or remains unsatisfied in whole or in part then the Guarantors:

a. shall have no right of subrogation against the Chargor by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors hereunder;

b. hereby waive any right to enforce any remedy which the Guarantors now or hereafter shall have against the Chargor by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantors hereunder; and

c. subordinate any liability or indebtedness of the Chargor now or hereafter held by the Guarantors to the obligations of the Chargor to the Chargee under this Charge

7. The Guarantors hereby covenant and agree to and with the Chargee, its successors and assigns, that the Guarantors may be joined in any action against the Chargor in connection with this Charge and that recovery may be had against the Guarantors in such action or any independent action against the Guarantors without the Chargee, its successors and assigns, first pursuing or exhausting any remedy or claim against the Chargor, its successors or assigns, and the Chargee shall not be obliged to resort to or realize upon any security or other guarantees which the Chargee may from time to time have before being entitled to claim against the Guarantors

8. The Guarantors covenant and agree to and with the Chargee that, in any jurisdiction, it will be conclusively bound by the judgment or order in any action or other proceeding by the Chargee against the Chargor, wherever brought, as if the Guarantors were a party or parties to such proceeding and even though the Guarantors shall not have received notice of any such action or other proceeding between the Chargee and the Chargor

9. Any account or debt settled or stated or any other settlement made between the Chargee and the Chargor shall be binding upon the Guarantors even though the Guarantors were not a party or parties to such settlement or statement or had no notice thereof.

10. The Guarantors hereby waive all right to trial by jury in any action or proceedings hereinafter instituted by the Chargee to which the Guarantors may be a party.

11. If any term or provision of this Guarantee or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Guarantee shall be valid and enforceable to the fullest extent permitted by law.

12. This Guarantee sets forth all of the promises, inducements, agreements, conditions and understandings between the Chargee and the Guarantors relative to the guarantee of this Charge and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than as expressly set forth herein

13. The Guarantors, with respect to their liabilities and obligations under this Guarantee, hereby waive all rights which are waived by the Chargor under this Charge and otherwise.

14. The Guarantors hereby agree and covenant to and with the Chargee that they shall not interpose any counterclaim or claim for setoff of whatever nature or description in any proceeding by the Chargee under this Guarantee or in respect of any proceedings by the Chargee against the Chargor and to which the Guarantors are a party or parties.

15. Any notice, demand or request by the Chargee shall be in writing and shall be deemed to have been duly given or made if either delivered personally to the Chargor or to the Guarantors or mailed by registered mail addressed to the address set out in this Charge, provided that the Chargor and/or the Guarantors shall have the right to change its address for service herein on thirty (30) days' written notice delivered to the Chargee.

16. This Guarantee shall enure to the benefit of the Chargee and the Chargee's successors and assigns and shall be binding upon and enforceable against the Guarantors and the Guarantors' successors and assigns.

17. The Guarantors hereby submit themselves and attorn to the jurisdiction of the courts of the Province of Ontario

18. The Guarantors hereby appoint the Chargor to be their agent for the purposes of the service of any writ or process with respect to any action or other proceeding commenced by the Chargee, its successors or assigns.

19. Each Guarantor acknowledges that it has read and understands this Charge and the Standard Charge Terms No. 200033 and is fully aware of their terms and of any schedule of additional provisions attached to the Charge and/or to this Guarantee

20. Where there is more than one Guarantor, each Guarantor agrees with the Chargee to be jointly and severally responsible under this guarantee with the other Guarantors and the Chargor.

Signed By

Terrence Stephen Reiber	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	acting for Chargor(s)	Signed 2007 09 21

Tel 4169279841

Fax 4169751531

Submitted By

T.S. REIBER PROFESSIONAL CORPORATION	121 Richmond Street W., Ste. 1100 Toronto M5H 2K1	2007 09 24

Tel 4169279841

Fax 4169751531

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargee Client File Number : 07-2455

Properties

PIN	10047 - 0399 LT *Interest/Estate* Fee Simple
Description	PARCEL Q-2, SECTION M1005, BLK Q PLAN 66M1005 S/T THE EXCEPTIONS AND QUALIFICATIONS IN THE LAND TITLES ACT EXCEPT THE PARTICULARS MENTIONED IN CLAUSES 2 & 3 OF SUB-SECTION 1 OF SECTION 51 R.S.O. 1960, FROM WHICH PARTICULARS THE SAID TITLE IS FREE S/T EASE OVER PT 14 ON 66R1835 AS IN A153720. TWP OF YORK/NORTH YORK *NOTE** DESCRIPTION AMENDED ON 90/07/24 BY T.J.S. , CITY OF TORONTO
Address	117 UNIT 00059 GODSTONE ROAD WILLOWDALE

Chargor(s)

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

Name	MAPLE RIDGE REAL ESTATE INVESTMENTS CORP
Address for Service	210 Frye Lane RR 1 Perth Road, ON K0H 2L0

I, Kevin Collins, A.S.O., have the authority to bind the corporation

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

This transaction deals with a 0.84264% interest in the property

Chargee(s) *Capacity* *Share*

Name	LUCKEVICH, LYDIA
Address for Service	c/o Compass Wealth Management 375 Finley Avenue Suite 104 Ajax, ON L1S 2E2

Statements

Schedule: See Schedules

Provisions

Principal	$ 32,250.00	*Currency*	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2008/07/01		
Interest Rate	12.0%		
Payments			
Interest Adjustment Date	2007 06 29		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Kevin Collins		

Laura Monteforte

From: Rita Timory <ritat@pollardandassoc.ca>
Sent: Monday, July 17, 2017 10:50 AM
To: Kelli Preston
Cc: Tracey Mason
Subject: Godstone
Attachments: Schedule RR part 2.pdf

Please see attached.

Rita Timory
Bankruptcy & Insolvency Counsellor
Estate Administrator
31 Wright Street
Richmond Hill, Ontario L4C 4A2
Tel: (905) 884-8191
Fax: (905)884-4310
ritat@pollardandassoc.ca

Tab SS

Property Management Agreement

THIS PROPERTY MANAGEMENT AGREEMENT (the "Agreement"), is entered into and is effective this 1st day of September 2010 (the "Effective Date") and is by and between RGI Property Services Inc. (the "OWNER") and J&C Shepherd Management Inc. (the "MANAGER") and this Agreement shall be read with all such changes of gender or number required by the context

WITNESSETH: For and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Exclusive Agency

The OWNER hereby employs the MANAGER exclusively and solely to rent/lease and manage the property described as: units leased to the OWNER in Godstone Manor Co-ownership 53-71 Godstone Road (the "UNITS"), upon the terms and conditions hereinafter set forth,

Term

This Agreement shall remain in effect until **December, 31st, 2020,** and shall commence **September 1st, 2010**. If the OWNER terminates this agreement within the first six (6) months, OWNER agrees to pay MANAGER one-half (½) of one (1) month's gross rent provided that UNIT is rented at the time of termination.

Management Authority

The OWNER expressly grants to the MANAGER herein the following authority:

1. Full management and control of said property with authority to collect all rents and other monies and securities from tenants in property, and issue receipts.
2. To prepare and negotiate new leases and renewals of existing leases in which new leases and renewals shall be executed by OWNER except that MANAGER is authorized, for and in behalf of OWNER, to execute leases and rental agreements
3. To have repairs, or renovations made, to purchase necessary supplies and services, and to pay all bills and charge same to OWNER plus any time taken to make the repairs.
4. To serve vacate notices and any other applicable legal notices upon tenants and to prosecute in the name of the OWNER, and at the OWNER's expense, legal actions to evict tenants and recover rents, employing for these purposes a reputable attorney and when circumstances permit, such attorney as OWNER may designate.
5. MANAGER is clothed with such other general authority and power as may be necessary or expedient to carry out the spirit and intent of this agreement with respect to the leasing, renting, management, and operation of the property hereinbefore described
6. The OWNER shall become responsible for and assume the expenses in connection herewith.

Management Responsibilities

The MANAGER agrees to accept the following responsibilities:

1. To use diligence in the management of the premises for the period and upon the terms herein provided, and agrees to furnish the MANAGER's services for the renting, leasing, operating, and managing of the herein described premises. However, MANAGER does not guarantee the payment of rentals by the Tenants but will make every effort to collect same when and as they become due.
2. To render monthly statements of receipts, expenses, and charges and to remit to OWNER receipts less disbursements, which include advertising, repairs, and other applicable charges. In the event the disbursements shall be in excess of the rents collected by the MANAGER, the OWNER hereby agrees to pay such excess promptly upon demand of the MANAGER.
3. OWNER shall receive benefit of all savings, discounts, or rebates obtainable from contractors or suppliers.
4. To deposit all receipts collected for OWNER (less any sums properly deducted or otherwise provided herein) in an account separate from MANAGER's personal account. However, MANAGER will not be held liable in the event of bankruptcy or failure of a depository and shall not be held liable for bad checks or money not collected.

OWNER INITIALS

MANAGER INITIALS

Management Fees

Management fees are TEN PERCENT (10%) of the gross monthly rents and FIFTY PERCENT (50%) of any and all net proceeds the OWNER receives from the sale of any and all UNITS sold while under management by the MANAGER. Any payment due the MANAGER pursuant to this Agreement shall only be due and payable in the event of the close of the sale of any UNITS and/or the settlement of any potential lawsuit.

Notices

For purposes of this Agreement, all notices required herein shall be deemed to have been served upon the other party SEVEN (7) business days after being mailed postage pre-paid to the following addresses or to such other addresses as shall be changed in writing, properly notifying the other party.

OWNER Address:

RGL Property Services Inc
Suite #401, Bag 9000,
190B Trans Canada Highway NE
Salmon Arm, BC
V1E 1S3

MANAGER Address:

4936 Yonge Street
Suite #840
North York, Ontario
M2N 6N5

This Agreement shall be and become binding upon the heirs, successors and assigns of the parties hereto.

Signed and Agreed.

For: RGL Property Services Inc

Per:

Name of Signatory: Neil Christensen

Title: President of RGL Property Services Inc.

Date: 1-September-2010

For: J&C Shepherd Management Inc

Per:

Name of Signatory: Joseph Shepherd

Title: President of J&C Shepherd Management Inc.

Date: 1-September-2010

OWNER INITIALS

MANAGER INITIALS

Manager Responsibilities Checklist

The owner hereby assigns the manager as his Agent to assume the following responsibilities (items left unmarked remain the responsibility of the owner).

1. Leasing/Sell Activities:
   - [X] advertise
   - [X] answer phone inquiries about vacancies
   - [X] show vacant units
   - [X] accept rental applications
   - [X] perform credit checks
   - [X] select tenants
   - [X] accept initial rents and deposits
   - [X] negotiate rental rates
   - [X] sign leases and property condition checklists
   - [X] provide required disclosure forms
   - [X] offer residents optional upgrades and payment plans
   - [ ] other (specify) _____
2. Property turnover:
   - [X] inspect rental unit(s) when tenant(s) move in
   - [X] conduct anniversary meetings and send thank you letters
   - [X] inspect rental unit(s) when tenant(s) move out
   - [X] perform general cleaning of unit after tenant moves out
   - [X] clean floors, carpets and rugs
   - [X] paint walls, baseboards, ceilings, lights, and built-in shelves
   - [X] clean kitchen cabinets, countertops, sinks, stoves, ovens, and refrigerators
   - [X] clean bathtubs, showers, toilets, and plumbing fixtures
   - [X] repair doors, windows, window coverings, and mini-blinds
   - [ ] other (specify) _____
3. Rent collection:
   - [X] collect rents when due
   - [X] promote and establish auto draft and electronic payment plans
   - [X] sign and send rent receipts
   - [X] maintain rent-collection records
   - [X] collect late rents and charges
   - [X] inform Owner of late rents
   - [X] prepare late rent notices
   - [X] serve late rent, pay, or quit, and unlawful detainer notices on tenants
   - [X] serve rent increase, tenancy termination notices and process eviction proceedings
   - [X] deposit rent collections in Owner's bank account designated for this purpose
   - [ ] other (specify) _____
4. Maintenance:
   - [X] conduct monthly drive-by inspections
   - [X] give rental violation notices when applicable
   - [X] drain water heaters in unused units

OWNER INITIALS

MANAGER INITIALS

Repairs

- [X] accept tenant complaints and repair requests
- [X] attend to plumbing stoppages
- [X] attend to faucet leaks washer replacement
- [X] attend to toilet repairs
- [X] attend to stove burners hinges knobs repair or replacement
- [X] attend to appliance repair
- [X] attend to light switch and outlet repair replacement
- [X] attend to heater thermostat repair
- [X] attend to window repair replacement
- [X] attend to painting (interior exterior)
- [X] attend to key replacement
- [X] handle all other routine maintenance and repairs
- [X] coordinate repairs with contractors as required

5. Other Responsibilities:

   [X] provide contact number to tenants so they will have an emergency contact number; within reason, manager should be able to respond at any time to an emergency

6. Additional responsibilities:

   [ ] ____

   [ ] ____

   [ ] ____

Signed and Agreed

For: RGL Property Services Inc.

Per: ____

Name of Signatory: Neil Christensen

Title: President of RGL Property Services Inc.

Date: 1-September-2010

For: J&C Shepherd Management Inc.

Per: ____

Name of Signatory: Joseph Shepherd

Title: President of J&C Shepherd Management Inc.

Date: 1-September-2010

OWNER INITIALS

MANAGER INITIALS

RGL Property Services Inc

I, the undersigned, being the sole director of RGL PROPERTY SERVICES INC. (the "Company") hereby consent in writing to the following resolutions effective the 1st day of April, 2010.

It is resolved that

REAL PROPERTY IN TORONTO

1. The President be directed to enter into negotiations with the purpose of completing the purchase of:

   a) all the real property within the townhouse complex commonly known as "Godstone Manor" in the city of Toronto, province of Ontario, which can be purchased at a significant discount below fair market value (hereinafter the "Property"), and/or

   b) all the share capital of the following corporations: 1320950 Alberta Ltd., 1336367 Alberta Ltd., 1336366 Alberta Ltd., 1336365 Alberta Ltd., and 1336364 Alberta Ltd..

2. The President be directed to perform such tasks as may be necessary to effect the above said purchase, and the sale, resale, and/or the creation of "Rent to Own" agreements with qualified buyers and/or qualified tenant-buyers on the Property.

APPOINTMENT OF OFFICERS

3. The following persons are hereby appointed officers of the Company as set out opposite their names and such appointment shall remain valid until revoked in writing by the director:

   Vice President – Joseph Leslie Shepherd

EXECUTION OF INSTRUMENTS AND CONTRACTS

4. The Vice President is authorized to execute, with or without corporate seal, and deliver contracts where the Company is acting as the Seller, Optionor, and/or Landlord of the Property, and documents so executed are valid and binding upon the Company for all purposes.

BANKING

5. The President shall have the bank issue a "Deposit Only" banking card which shall then be provided to the Vice President to enable the depositing of monies into the Company's bank account.

Neil Christensen

Tab TT

RGL Property Services
4100 Yonge Street Suite 222
Toronto, Ontario M2P 2B5

57-119

Xiao Jiong Yao

DATE: May 1, 2012

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013			
August 2011				Sept.2013			
Sept. 2011				Oct. 2013			
Oct. 2011				Nov. 2013			
Nov. 2011				Dec. 2013			
Dec. 2011				Jan. 2014			
Jan. 2012				Feb. 2014			
Feb. 2012				March 2014			
March 2012				April 2014			
April 2012				May 2014			
May 2012	1650	958		June 2014			
June 2012	1650	958	461.33	July 2014			
July 2012	1650	958	461.33	August 2014			
August 2012	1650	958	461.33	Sept. 2014			
Sept. 2012				Oct. 2014			
Oct. 2012				Nov. 2014			
Nov. 2012				Dec. 2014			
Dec. 2012				Jan.2015			
Jan. 2013				Feb. 2015			
Feb. 2013				March 2015			
March 2013				April 2015			
April 2013				May 2015			
May 2013				June 2015			
June 2013				July 2015			
July 2013				Totals	6600	3832	1383.99

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services
4936 Yonge Street Suite 272
Toronto, Ontario M2N 5N5

63-116

Jun Bin Zhao and Xhao Hong Bin

DATE: July 1, 2012

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013	1000	958	42
August 2011				Sept.2013	1000	958	42
Sept. 2011				Oct. 2013	1000	958	42
Oct. 2011				Nov. 2013	1000	958	
Nov. 2011				Dec. 2013	1000	958	
Dec. 2011				Jan. 2014			
Jan. 2012				Feb. 2014			
Feb. 2012				March 2014			
March 2012				April 2014			
April 2012				May 2014			
May 2012				June 2014			
June 2012				July 2014			
July 2012	1000	958	42	August 2014			
August 2012	1000	958	42	Sept. 2014			
Sept. 2012	1000	958	42	Oct. 2014			
Oct. 2012	1000	958	42	Nov. 2014			
Nov. 2012	1000	958	42	Dec. 2014			
Dec. 2012	1000	958	42	Jan.2015			
Jan. 2013	1000	958	42	Feb. 2015			
Feb. 2013	1000	958	42	March 2015			
March 2013	1000	958	42	April 2015			
April 2013	1000	958	42	May 2015			
May 2013	1000	958	42	June 2015			
June 2013	1000	958	42	July 2015			
July 2013	1000	958	42	Totals	18000	17244	672

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services
5936 Yonge Street Suite 272
Toronto, Ontario, M2N 5R5

67-115

Hongwei Zhang, Peter Zhang, Chunling Yu

DATE: July 1, 2012

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013	1300	1091	
August 2011				Sept.2013	1300	1091	
Sept. 2011				Oct. 2013	1300	1091	
Oct. 2011				Nov. 2013	1300	1091	
Nov. 2011				Dec. 2013		1091	
Dec. 2011				Jan. 2014			
Jan. 2012				Feb. 2014			
Feb. 2012				March 2014			
March 2012				April 2014			
April 2012				May 2014			
May 2012				June 2014			
June 2012				July 2014			
July 2012	1300	1091	209	August 2014			
August 2012	1300	1091	209	Sept. 2014			
Sept. 2012	1300	1091	209	Oct. 2014			
Oct. 2012	1300	1091	209	Nov. 2014			
Nov. 2012	1300	1091	209	Dec. 2014			
Dec. 2012	1300	1091	209	Jan.2015			
Jan. 2013	1300	1091	209	Feb. 2015			
Feb. 2013	1300	1091	209	March 2015			
March 2013	1300	1091	209	April 2015			
April 2013	1300	1091	209	May 2015			
May 2013	1300	1091	209	June 2015			
June 2013	1300	1091	209	July 2015			
July 2013	1300	1091	0	Totals	22100	19638	2508

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services
4950 Yonge Street Suite 222
Toronto, Ontario, M2N 5H5

67-116

Cui Hua Sun (Nancy)

DATE: July 1, 2012

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013	1300	1091	
August 2011				Sept.2013	1300	1091	
Sept. 2011				Oct. 2013	1300	1091	
Oct. 2011				Nov. 2013	1300	1091	
Nov. 2011				Dec. 2013		1091	
Dec. 2011				Jan. 2014			
Jan. 2012				Feb. 2014			
Feb. 2012				March 2014			
March 2012				April 2014			
April 2012				May 2014			
May 2012				June 2014			
June 2012				July 2014			
July 2012	1300	1091	209	August 2014			
August 2012	1300	1091	209	Sept. 2014			
Sept. 2012	1300	1091	209	Oct. 2014			
Oct. 2012	1300	1091	209	Nov. 2014			
Nov. 2012	1300	1091	209	Dec. 2014			
Dec. 2012	1300	1091	209	Jan.2015			
Jan. 2013	1300	1091	209	Feb. 2015			
Feb. 2013	1300	1091	209	March 2015			
March 2013	1300	1091	209	April 2015			
April 2013	1300	1091	209	May 2015			
May 2013	1300	1091	209	June 2015			
June 2013	1300	1091	209	July 2015			
July 2013	1300	1091	0	Totals	22100	19638	2508

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services

67-120

Elisabeth Cendana

DATE: Oct. 1, 2011

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013	1075	1024	51
August 2011				Sept.2013	1075	1024	51
Sept. 2011		2037.98		Oct. 2013	1075	1024	51
Oct. 2011	1750	1024		Nov. 2013	1075	1024	
Nov. 2011	1750	1024		Dec. 2013	1075	1024	
Dec. 2011	1750	1024		Jan. 2014	1075	1024	
Jan. 2012	1075	1024		Feb. 2014	1075	1024	
Feb. 2012	1075	1024		March 2014	1075	1024	
March 2012	1075	1024		April 2014	1075	1024	
April 2012	1075	1024		May 2014	1075	1024	
May 2012	1075	1024		June 2014	1075	1024	
June 2012	1075	1024	51	July 2014	1075	1024	
July 2012	1075	1024	51	August 2014	1075	1024	
August 2012	1075	1024	51	Sept. 2014	1075	1024	
Sept. 2012	1075	1024	51	Oct. 2014	1075	1024	
Oct. 2012	1075	1024	51	Nov. 2014	1075	1024	
Nov. 2012	1075	1024	51	Dec. 2014	1075	1024	
Dec. 2012	1075	1024	51	Jan.2015	1075	1024	
Jan. 2013	1075	1024	51	Feb. 2015	1075	1024	
Feb. 2013	1075	1024	51	March 2015	1075	1024	
March 2013	1075	1024	51	April 2015	1075	1024	
April 2013	1075	1024	51	May 2015	1075	1024	
May 2013	1075	1024	51	June 2015	1075	1024	
June 2013	1075	1024	51	July 2015	1075	1024	
July 2013	1075	1024	51	Totals	51475	49141.98	867

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services
4936 Yonge Street, Suite 272
Toronto, Ontario, M2N 5N5

67-121

Jenny Chen

DATE: June 1, 2012

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013	1300	1024	
August 2011				Sept.2013	1300	1024	
Sept. 2011				Oct. 2013	1300	1024	
Oct. 2011				Nov. 2013	1300	1024	
Nov. 2011				Dec. 2013	1300	1024	
Dec. 2011				Jan. 2014	1300	1024	
Jan. 2012				Feb. 2014	1300	1024	
Feb. 2012				March 2014	1300	1024	
March 2012				April 2014	1300	1024	
April 2012				May 2014	1300	1024	
May 2012				June 2014	1300	1024	
June 2012				July 2014			
July 2012				August 2014			
August 2012	1300	1024	276	Sept. 2014			
Sept. 2012	1300	1024	276	Oct. 2014			
Oct. 2012	1300	1024	276	Nov. 2014			
Nov. 2012	1300	1024	276	Dec. 2014	1025	1024	
Dec. 2012	1300	1024	276	Jan.2015	1025	1024	
Jan. 2013	1300	1024	276	Feb. 2015	1025	1024	
Feb. 2013	1300	1024	276	March 2015	1025	1024	
March 2013	1300	1024	276	April 2015	1025	1024	
April 2013	1300	1024	276	May 2015	1025	1024	
May 2013	1300	1024	276	June 2015	1025	1024	
June 2013	1300	1024	276	July 2015	1025	1024	
July 2013	1300	1024	0	Totals	38100	31744	3046

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services

69-110

Carmen and Dave Mangal

DATE: July 1, 2011

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011	1750			August 2013	1300	1069	231
August 2011	1750			Sept.2013	1300	1069	231
Sept. 2011	1750	2153.60		Oct. 2013	1300	1069	231
Oct. 2011	1750	1069		Nov. 2013	1300	1069	
Nov. 2011	1750	1069		Dec. 2013	1300	1069	
Dec. 2011	1750	1069		Jan. 2014	1300	1069	
Jan. 2012	1750	1069		Feb. 2014	1300	1069	
Feb. 2012	1750	1069		March 2014	1300	1069	
March 2012	1750	1069		April 2014	1300	1069	
April 2012	1750	1069		May 2014	1300	1069	
May 2012	1750	1069	563.69	June 2014			
June 2012	1750	1069	563.69	July 2014			
July 2012	1750	1069	563.69	August 2014			
August 2012	1750	1069	563.69	Sept. 2014			
Sept. 2012	1750	1069	563.69	Oct. 2014			
Oct. 2012	1750	1069	563.69	Nov. 2014			
Nov. 2012	1300	1069	231	Dec. 2014			
Dec. 2012	1300	1069	231	Jan. 2015			
Jan. 2013	1300	1069	231	Feb. 2015			
Feb. 2013	1300	1069	231	March 2015			
March 2013	1300	1069	231	April 2015			
April 2013	1300	1069	231	May 2015			
May 2013	1300	1069	231	June 2015			
June 2013	1300	1069	231	July 2015			
July 2013	1300	1069	231	Totals	52700	36361.60	6154.14

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL

RGL Property Services
4936 Yonge Street Suite 272
Toronto, Ontario M2N 5N5

69-111

Tabatha Bourguignon

RGL occupied July 2013-Sept 2013

DATE: June 1, 2012

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013		1069	
August 2011				Sept.2013		1069	
Sept. 2011				Oct. 2013			
Oct. 2011				Nov. 2013			
Nov. 2011				Dec. 2013			
Dec. 2011				Jan. 2014			
Jan. 2012				Feb. 2014			
Feb. 2012				March 2014			
March 2012				April 2014			
April 2012				May 2014			
May 2012				June 2014			
June 2012				July 2014			
July 2012				August 2014	1300	1069	
August 2012				Sept. 2014	1300	1069	
Sept. 2012				Oct. 2014	1300	1069	
Oct. 2012				Nov. 2014			
Nov. 2012				Dec. 2014			
Dec. 2012				Jan.2015			
Jan. 2013				Feb. 2015			
Feb. 2013				March 2015			
March 2013				April 2015			
April 2013				May 2015			
May 2013				June 2015			
June 2013				July 2015			
July 2013		1069		Totals	3900	6414	

RGL Property Services

[illegible] Yonge Street Suite [illegible]
Toronto, Ontario, M2N 5H5

69-114

Joe Daniel

DATE: January 1, 2012

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013	1750	1069	
August 2011				Sept.2013	1750	1069	
Sept. 2011				Oct. 2013	1750	1069	
Oct. 2011				Nov. 2013	1750	1069	
Nov. 2011				Dec. 2013	1030	1069	
Dec. 2011				Jan. 2014	1030	1069	
Jan. 2012	1750	1069		Feb. 2014	1030	1069	
Feb. 2012	1750	1069		March 2014	1030	1069	
March 2012	1750	1069		April 2014	1030	1069	
April 2012	1750	1069		May 2014	1030	1069	
May 2012	1750	1069	567.17	June 2014	1030	1069	
June 2012	1750	1069	567.17	July 2014	1200	1069	
July 2012	1750	1069	567.17	August 2014	1200	1069	
August 2012	1750	1069	567.17	Sept. 2014	1200	1069	
Sept. 2012	1750	1069	567.17	Oct. 2014	1200	1069	
Oct. 2012	1750	1069	567.17	Nov. 2014	1200	1069	
Nov. 2012	1750	1069	567.17	Dec. 2014	1200	1069	
Dec. 2012	1750	1069	567.17	Jan.2015	1200	1069	
Jan. 2013	1750	1069	567.17	Feb. 2015	1200	1069	
Feb. 2013	1750	1069	567.17	March 2015	1200	1069	
March 2013	1750	1069	567.17	April 2015	1200	1069	
April 2013	1750	1069	567.17	May 2015	1200	1069	
May 2013	1750	1069	567.17	June 2015	1200	1069	
June 2013	1750	1069		July 2015	1200	1069	
July 2013	1750	1069		Totals	63060	50258.06	7373.21

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services
1936 Yonge Street Suite 777
Toronto, Ontario, M4S 1H5

69-115

Jim Milne

DATE: May 1, 2012

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013	1075	1069	
August 2011				Sept.2013	1075	1069	
Sept. 2011				Oct. 2013	0	1069	
Oct. 2011				Nov. 2013	500	1069	
Nov. 2011				Dec. 2013	0	1069	
Dec. 2011				Jan. 2014	2500	1069	
Jan. 2012				Feb. 2014	0		
Feb. 2012				March 2014	0		
March 2012				April 2014	0		
April 2012				May 2014	0		
May 2012			550.28	June 2014	0		
June 2012	1750	1069	550.28	July 2014	0		
July 2012	1750	1069	550.28	August 2014	0		
August 2012	1750	1069	550.28	Sept. 2014	0		
Sept. 2012	1750	1069	550.28	Oct. 2014	0		
Oct. 2012	1750	1069	550.28	Nov. 2014	0		
Nov. 2012	1100	1069	31	Dec. 2014	0		
Dec. 2012	1100	1069	31	Jan.2015	0		
Jan. 2013	1750	1069	31	Feb. 2015	0		
Feb. 2013	1100	1069	31	March 2015	0		
March 2013	1500	1069	431.00	April 2015	0		
April 2013	1050	1069		May 2015	0		
May 2013	1750	1069	550.28	June 2015	0		
June 2013	1750	1069	550.28	July 2015	0		
July 2013	1050	1069		Totals	26050	21380	4957.24

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services
4936 Yonge Street Suite 222
Toronto, Ontario, M2N 5N5

69-116

Patricia and Stefan Cassan

DATE: October 1, 2011

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013			
August 2011				Sept.2013			
Sept. 2011		2153.50		Oct. 2013			
Oct. 2011	1750	1069		Nov. 2013			
Nov. 2011	1750	1069		Dec. 2013			
Dec. 2011	1750	1069		Jan. 2014			
Jan. 2012	1750	1069		Feb. 2014			
Feb. 2012	1750	1069		March 2014			
March 2012	1750	1069		April 2014			
April 2012	1750	1069		May 2014			
May 2012	1750	1069	567.17	June 2014			
June 2012	1750	1069	567.17	July 2014			
July 2012	1750	1069	567.17	August 2014			
August 2012				Sept. 2014			
Sept. 2012				Oct. 2014			
Oct. 2012							
Nov. 2012							
Dec. 2012							
Jan. 2013							
Feb. 2013							
March 2013							
April 2013							
May 2013							
June 2013							
July 2013				Totals	19250	12843.50	1701.51

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services
[illegible]

69-117

Valrie Luke, Noel Morrison

DATE: Feb. 1, 2012

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013	1750	1069	
August 2011				Sept.2013	1750	1069	
Sept. 2011				Oct. 2013	1750	1069	
Oct. 2011		2153.12		Nov. 2013	1750	1069	
Nov. 2011		1069		Dec. 2013	1750	1069	
Dec. 2011		1069		Jan. 2014	1750	1069	
Jan. 2012		1069		Feb. 2014	1100	1069	
Feb. 2012	1750	1069		March 2014	1100	1069	
March 2012	1750	1069		April 2014	1100	1069	
April 2012	1750	1069		May 2014	0		
May 2012	1750	1069	544.82	June 2014	0		
June 2012	1750	1069	544.82	July 2014	0		
July 2012	1750	1069	544.82	August 2014	0		
August 2012	1750	1069	544.82	Sept. 2014	0		
Sept. 2012	1750	1069	544.82	Oct. 2014	0		
Oct. 2012	1750	1069	544.82	Nov. 2014	0		
Nov. 2012	1750	1069	544.82	Dec. 2014	0		
Dec. 2012	1750	1069	544.82	Jan.2015	0		
Jan. 2013	1750	1069	544.82	Feb. 2015	0		
Feb. 2013	1750	1069	544.82	March 2015	0		
March 2013	1750	1069	544.82	April 2015	0		
April 2013	1750	1069	544.82	May 2015	0		
May 2013	1750	1069	544.82	June 2015	0		
June 2013	1750	1069	544.82	July 2015	0		
July 2013	1750	1069	0	Totals	45300	34223.12	7627.48

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services
#936 Yonge Street Suite 272
Toronto, Ontario, M2H 5N3

69-120

Hyacinth Hinds

DATE: Nov. 1, 2011

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013	1260.77	1069	191.77
August 2011				Sept.2013	1260.77	1069	191.77
Sept. 2011				Oct. 2013	1260.77	1069	191.77
Oct. 2011				Nov. 2013	1260.77	1069	
Nov. 2011		1069		Dec. 2013	1260.77	1069	
Dec. 2011	1260.77	1069		Jan. 2014	1260.77	1069	
Jan. 2012	1260.77	1069		Feb. 2014	1260.77	1069	
Feb. 2012	1260.77	1069		March 2014	1260.77	1069	
March 2012	1260.77	1069		April 2014	1260.77	1069	
April 2012	1260.77	1069		May 2014	1260.77	1069	
May 2012	1260.77	1069	191.77	June 2014	1260.77	1069	
June 2012	1260.77	1069	191.77	July 2014	1260.77	1069	
July 2012	1260.77	1069	191.77	August 2014	1260.77	1069	
August 2012	1260.77	1069	191.77	Sept. 2014	1260.77	1069	
Sept. 2012	1260.77	1069	191.77	Oct. 2014	1260.77	1069	
Oct. 2012	1260.77	1069	191.77	Nov. 2014	1260.77	1069	
Nov. 2012	1260.77	1069	191.77	Dec. 2014	1260.77	1069	
Dec. 2012	1260.77	1069	191.77	Jan.2015	1260.77	1069	
Jan. 2013	1260.77	1069	191.77	Feb. 2015	1260.77	1069	
Feb. 2013	1260.77	1069	191.77	March 2015	1070	1069	
March 2013	1260.77	1069	191.77	April 2015	1070	1069	
April 2013	1260.77	1069	191.77	May 2015	1070	1069	
May 2013	1260.77	1069	191.77	June 2015	1070	1069	
June 2013	1260.77	1069	191.77	July 2015	1070	1069	
July 2013	1260.77	1069	191.77	Totals	54520.03	48105	3451.86

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services

69-121

Jian Huang

DATE: May 1, 2012

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013	1300	1069	
August 2011				Sept.2013	1300	1069	
Sept. 2011				Oct. 2013	1075	1069	
Oct. 2011				Nov. 2013	1075	1069	
Nov. 2011				Dec. 2013	1075	1069	
Dec. 2011				Jan. 2014	1075	1069	
Jan. 2012				Feb. 2014			
Feb. 2012				March 2014			
March 2012				April 2014			
April 2012				May 2014			
May 2012				June 2014			
June 2012				July 2014			
July 2012	1750	1069	195.46	August 2014			
August 2012	1750	1069	195.46	Sept. 2014			
Sept. 2012	600	1069	195.46	Oct. 2014			
Oct. 2012	1300	1069	195.46	Nov. 2014			
Nov. 2012	1300	1069	195.46	Dec. 2014			
Dec. 2012	1300	1069	195.46	Jan.2015			
Jan. 2013	1300	1069	195.46	Feb. 2015			
Feb. 2013	1300	1069	195.46	March 2015			
March 2013	1300	1069	195.46	April 2015			
April 2013	1300	1069	195.46	May 2015			
May 2013	1300	1069	195.46	June 2015			
June 2013	1300	1069		July 2015			
July 2013	1300	1069		totals	24,000	20,311	2150.06

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services
1930 Yonge Street, Suite 272
Toronto, Ontario, M4S 1Y5

69-123

Saundrea Coburn Wilson

DATE: January 1, 2012

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013	1750	1069	567.17
August 2011				Sept.2013	1750	1069	567.17
Sept. 2011				Oct. 2013	1750	1069	567.17
Oct. 2011		2153.06		Nov. 2013	1750	1069	
Nov. 2011		1069		Dec. 2013	1750	1069	
Dec. 2011		1069		Jan. 2014	1750	1069	
Jan. 2012	1750	1069		Feb. 2014	1750	1069	
Feb. 2012	1750	1069		March 2014	1750	1069	
March 2012	1750	1069		April 2014	1750	1069	
April 2012	1750	1069		May 2014	1750	1069	
May 2012	1750	1069		June 2014	1750	1069	
June 2012	1750	1069	567.17	July 2014	1750	1069	
July 2012	1750	1069	567.17	August 2014	1750	1069	
August 2012	1750	1069	567.17	Sept. 2014	1750	1069	
Sept. 2012	1750	1069	567.17	Oct. 2014	1750	1069	
Oct. 2012	1750	1069	567.17	Nov. 2014	1750	1069	
Nov. 2012	1750	1069	567.17	Dec. 2014	1750	1069	
Dec. 2012	1750	1069	567.17	Jan.2015	1200	1069	
Jan. 2013	1750	1069	567.17	Feb. 2015	1200	1069	
Feb. 2013	1750	1069	567.17	March 2015	1200	1069	
March 2013	1750	1069	567.17	April 2015	1200	1069	
April 2013	1750	1069	567.17	May 2015	1200	1069	
May 2013	1750	1069	567.17	June 2015	1200	1069	
June 2013	1750	1069	567.17	July 2015	1200	1069	
July 2013	1750	1069	567.17	Totals	71400	50258.06	9641.89

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services

69-124

Dong Yang Bin

DATE: July 1, 2012

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013			
August 2011				Sept.2013			
Sept. 2011				Oct. 2013			
Oct. 2011				Nov. 2013			
Nov. 2011				Dec. 2013			
Dec. 2011				Jan. 2014			
Jan. 2012				Feb. 2014			
Feb. 2012				March 2014			
March 2012				April 2014			
April 2012				May 2014			
May 2012				June 2014			
June 2012				July 2014			
July 2012	1200	958	242	August 2014			
August 2012				Sept. 2014			
Sept. 2012				Oct. 2014			
Oct. 2012				Nov. 2014			
Nov. 2012				Dec. 2014			
Dec. 2012				Jan.2015			
Jan. 2013				Feb. 2015			
Feb. 2013				March 2015			
March 2013				April 2015			
April 2013				May 2015			
May 2013				June 2015			
June 2013				July 2015			
July 2013				Totals	1200	958	242

RGL Property Services
[illegible]

69-126

Daniel and Marjorie Johnson

DATE: Nov. 1, 2011

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013	1022.65	957.18	65.47
August 2011				Sept.2013	1022.65	957.18	65.47
Sept. 2011				Oct. 2013	1022.65	957.18	65.47
Oct. 2011		539.28		Nov. 2013	1022.65	957.18	
Nov. 2011	1022.65	957.18		Dec. 2013	1022.65	957.18	
Dec. 2011	1022.65	957.18		Jan. 2014	1022.65	957.18	
Jan. 2012	1022.65	957.18		Feb. 2014	1022.65	957.18	
Feb. 2012	1022.65	957.18		March 2014	1022.65	957.18	
March 2012	1022.65	957.18		April 2014	1022.65	957.18	
April 2012	1022.65	957.18		May 2014	1022.65	957.18	
May 2012	1022.65	957.18		June 2014	1022.65	957.18	
June 2012	1022.65	957.18	65.47	July 2014	1022.65	957.18	
July 2012	1022.65	957.18	65.47	August 2014	1022.65	957.18	
August 2012	1022.65	957.18	65.47	Sept. 2014	1022.65	957.18	
Sept. 2012	1022.65	957.18	65.47	Oct. 2014	1022.65	957.18	
Oct. 2012	1022.65	957.18	65.47	Nov. 2014	1022.65	957.18	
Nov. 2012	1022.65	957.18	65.47	Dec. 2014	1022.65	957.18	
Dec. 2012	1022.65	957.18	65.47	Jan.2015	1022.65	957.18	
Jan. 2013	1022.65	957.18	65.47	Feb. 2015	1022.65	957.18	
Feb. 2013	1022.65	957.18	65.47	March 2015	1022.65	957.18	
March 2013	1022.65	957.18	65.47	April 2015	1022.65	957.18	
April 2013	1022.65	957.18	65.47	May 2015	1022.65	957.18	
May 2013	1022.65	957.18	65.47	June 2015	1022.65	957.18	
June 2013	1022.65	957.18	65.47	July 2015	1022.65	957.18	
July 2013	1022.65	957.18	65.47	Totals	46019	43612.38	1112.99

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

RGL Property Services
4936 Yonge Street Suite 272
Toronto, Ontario, M2N 5N5

71-118

Georgina Dwyer (Fired as Manager of Godstone November 2013)

Tabatha Bourguignon moved in November 2014 from Damaged 69-111

DATE: December1, 2013

Date	Rent	Duca	Godstone	Date	Rent	Duca	Godstone
July, 2011				August 2013			
August 2011				Sept.2013			
Sept. 2011				Oct. 2013			
Oct. 2011				Nov. 2013			
Nov. 2011				Dec. 2013	1091	1091	
Dec. 2011				Jan. 2014	1091	1091	
Jan. 2012				Feb. 2014	1091	1091	
Feb. 2012				March 2014	1091	1091	
March 2012				April 2014	1091	1091	
April 2012				May 2014	1091	1091	
May 2012				June 2014			
June 2012				July 2014			
July 2012				August 2014			
August 2012				Sept. 2014			
Sept. 2012				Oct. 2014			
Oct. 2012				Nov. 2014			
Nov. 2012				Dec. 2014			
Dec. 2012				Jan.2015			
Jan. 2013				Feb. 2015			
Feb. 2013				March 2015			
March 2013				April 2015			
April 2013				May 2015			
May 2013				June 2015			
June 2013				July 2015			
July 2013				Totals	6546	6546	

Rent Received by JCS: (Please Print)	
Signature:	
From:	Joe Shepherd on behalf of RGL
Re:	Rent Collected For RTO Active Units

Tab UU

NOTICE OF CLAIM RELATING TO GODSTONE CO-OWERNSHIP INC. limited only to the Maple Ridge Units and the Alberta Units

(hereinafter referred to as "Maple Ridge and Alberta Units")

A. PARTICULARS OF CREDITOR:

1. Full Legal Name of Creditor: RGL Property Services INC.

(the "Creditor").

2. Full Mailing Address of the Creditor (the original Creditor not the Assignee):

c/o Shibley Righton LLP
700- 250 University Avenue
TORONTO, ON M5H 3ER

3. Telephone Number: 416-214-5206

4. E-Mail Address: thomas.mcrae@shibleyrighton.com

5. Facsimile Number: 416-214-5400

6. Attention (Contact Person): Thomas McRae

7. Has the Claim been sold or assigned by the Creditor to another party [check (√) one]?

Yes: ☐ No: ☒

B. PARTICULARS OF ASSIGNEE(S) (IF ANY):

8. Full Legal Name of Assignee(s):

(If Claim has been assigned, insert full legal name of assignee(s) of Claim (If all or a portion of the Claim has been sold). If there is more than one assignee, please attach a separate sheet with the required information.)

9. Full Mailing Address of Assignee(s):

_____

_____

_____

10. Telephone Number of Assignee(s): _____

11. E-Mail Address: _____

12. Facsimile Number: _____

13. Attention (Contact Person): _____

C. CLAIM:

(a) Maple Ridge Units or/and Alberta Units was/still is indebted to the Creditor as follows:

$ 801,202.26 [insert $ value of claim] CAD.

D. NATURE OF CLAIM

(check (√) one and complete appropriate category)

☒ A. UNSECURED CLAIM OF $ 801,202.26

☐ B. SECURED CLAIM OF $ _____

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

E. PARTICULARS OF CLAIM:

Other than as already set out herein, the particulars of the Creditor's total Claim are attached.

(Provide all particulars of the Claim and supporting documentation, including description of transaction(s), events or agreement(s) giving rise to the Claim, copies of any invoices, particulars of all credits, discounts, etc. claimed and particulars of any Interim Period Claim.)

This Claim must be received by the Receiver by no later than 5:00 p.m. (Eastern Standard/Daylight Time) on May 10, 2017 by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission at the following address:

Pollard & Associates Inc.
Court-appointed Receiver of
Godstone Co-Ownership Inc., limited
only to the Maple Ridge Units and the Alberta Units
Attn: Angela K. Pollard
31 Wright St.
Richmond Hill, ON
L4C 4A2
Tel: 905-884-8191,
Fax: 905-884-4310
Email akpollard@pollardandassoc.ca

Dated at TORONTO this 10th day of May, 2017.

Thomas McKeen
~~Signature of~~ Creditor
Counsel to

Income/Expense February, 2015

Project: Godstone

Description	Amount	Total
Doors and Windows	$ 78,642.97	
Godstone Responsibility Costs	$ 54,757.00	
Repairs for Rental Standards	$ 23,793.37	
Door and lockset repair	$ 419.90	
Lock replacement	$ 718.78	
Renovations	$ 271,296.23	
Cleaning	$ 1,250.00	
Appliances	$ 36,564.60	
Landscaping	$ 6,240.69	
Funding Costs to date	$ 104,188.91	
Eviction 67-116	$ 847.98	
Legal Cost/Searches/Appraisals	$ 29,461.08	
Marketing/Translator/Office Supplies/Phone/Website	$ 60,540.84	
Utilities	$ 4,419.79	
Client Accomodation Costs	$ 4,168.39	
J&C Shepherd Mgmt Service 01/09/2010-31/07/2015	$ 140,000.00	
Total		817,310.53
Mortgages Paid	$ 442,183.86	
Maintenance Paid	$ 55,631.65	
Total		497,815.51
Client Rents Collected	$ 428,901.38	
Client Option Consideration	$ 85,022.40	
Total		513,923.78
Net Total		801,202.26

J&C Shepherd Mgmt Service Inc. Subcontractor to RGL Property Services Inc

Payee	Description	Date	Category	Balance
Brick Appliances	69-123	6/15/2011	Appliances	$ 1,128.87
Brick Appliances	69-116		Appliances	$ 1,500.00
Brick Appliances	69-116		Appliances	$ 4,000.00
Sears Appliances	69-116		Appliances	$ 1,765.00
Sears Appliances	69-110		Appliances	$ 479.00
Brick Appliances	69-123		Appliances	$ 1,606.00
Brick Appliances	69-117	12/8/2011	Appliances	$ 1,605.49
Brick Appliances	69-121	1/27/2012	appliances	$ 1,021.00
IKEA	69-115	5/20/2012	Appliances	$ 452.00
Brick Appliances	61-112	2/15/2012	Appliances	$ 587.19
Uhaul	67-115	6/5/2012	Appliances	$ 113.88
Brick Appliances	69-121	8/11/2012	Appliances	$ 1,172.33
Brick Appliances	69-114	3/20/2012	Appliances	$ 2,628.23
Brick Appliances	67-120	6/15/2012	Appliances	$ 1,128.87
Brick Appliances	69-117	12/15/2011	Appliances	$ 1,433.96
Brick Appliances	69-124	6/5/2012	Appliances	$ 1,398.90
Brick Appliances	69-110	4/25/2011	Appliances	$ 1,429.03
Brick Appliances	57-119	3/29/2012	Appliances	$ 2,514.10
Brick Appliances	69-121	10/22/2011	Appliances	$ 1,308.54
Brick Appliances	67-115	2/29/2012	Appliances	$ 2,113.00
Brick Appliances	69-116	6/14/2011	Appliances	$ 1,500.00
Brick Appliances	69-123	6/14/2011	Appliances	$ 1,128.87
Brick Appliances	69-115	5/20/2012	Appliances	$ 2,628.80
Brick Appliances	69-117	6/30/2011	Appliances	$ 1,308.54
Brick Appliances	67-121	2/22/2012	Appliances	$ 613.00
				$ 36,564.60
Debbie Francis	67-120	9/29/2011	Cleaning	$ 105.00
Debbie Francis	69-121	8/8/2011	Cleaning	$ 75.00
Debbie Francis	69-117	4/17/2011	Cleaning	$ 100.00
Hanny Marbagh	69-111	4/19/2011	Cleaning	$ 100.00
Hanny Marbagh	69-115	5/18/2011	Cleaning	$ 120.00
Leanne Stewart	69-116	2/20/2011	Cleaning	$ 100.00

Debbie Francis	open house	2/25/2012	Cleaning	$ 245.00
Debbie Francis	67-115	5/27/2011	Cleaning	$ 220.00
Debbie Francis	69-111	7/11/2012	Cleaning	$ 110.00
Debbie Francis	69 -121	7/31/2011	Cleaning	$ 75.00
				$ 1,250.00
Towne Suites	69-120	4/14/2015	Client Accomodatior	$ 788.63
Residence Inn	69-123	8/9/2011	Client Accomodatio	$ 2,237.35
Residence Inn	69-123	8/12/2011	Client Accomodatio	$ 742.41
Saundrea Wilson	Moving	8/27/2011	Client Accomodatio	$ 150.00
Saundrea Wilson	Moving	8/13/2011	Client Accomodatior	$ 250.00
				$ 4,168.39
Atlas Overhead Doors	67-120	11/27/2011	Damage	$ 1,673.41
Tyler Ross Construction	69-110/111/116	8/24/2011	Doors and windows	$ 20,320.23
Tyler Ross Construction	69-117, 69-123	9/21/2011	Doors and windows	$ 10,160.11
J & F Waste	69-111	9/27/2011	Doors and windows	$ 500.00
Tyler Ross Construction	63-111	9/27/2011	Doors and windows	$ 8,500.00
Tyler Ross Construction	57-119	11/2/2011	Doors and windows	$ 7,452.35
Tyler Ross Construction	69-110, 69-111,	11/2/2011	Doors and windows	$ 10,160.11
Tyler Ross Construction	69-114	5/7/2012	Doors and windows	$ 8,500.00
Tyler Ross Construction	69-115	6/18/2012	Doors and windows	$ 5,000.00
Tyler Ross Construction	69-115/121	7/12/2012	Doors and windows	$ 5,868.26
J & F Waste		10/22/2011	Doors and windows	$ 508.50
				$ 78,642.97
Canlight Hall	57-111	8/22/2012	estoppel	$ 150.00
Government of Ontario	67-116	9/27/2011	Eviction	$ 170.00
Government of Ontario	67-116	1/30/2012	Eviction	$ 170.00
ATG Toronto Civil Court	67-116	4/11/2012	Eviction	$ 330.00
Canadian Tire		8/13/2010	flashlights	$ 27.98
				$ 847.98
Borrowing Costs to Date	Pillar Financial	12/31/2016	Funding Cost	$ 10,265.76
Borrowing Costs to Date	Private	8/30/2014	Funding Cost	$ 21,343.00
Borrowing Costs to Date	Private	8/30/2014	Funding Cost	$ 20,900.00
Borrowing Costs to Date	Pillar Financial	8/30/2014	Funding Cost	$ 43,609.66
Borrowing Costs to Date	TFDCU LOC	12/31/2016	Funding Cost	$ 8,070.49

				$ 104,188.91
Home Depot	69-123/127	7/25/2011	Keys	$ 9.12
Davies Lock and Door	69-124/125	10/10/2013	locks	$ 318.89
Davies Lock and Door	69-114	2/21/2015	Keys	$ 79.10
Canadian Tire		8/27/2011	Keys	$ 6.71
Canadian Tire		12/14/2011	Keys	$ 6.08
				$ 419 90
Andrew McKnight	69-116	5/25/2012	Landscaping	$ 300.00
Beaver Valley Stone	69-116	5/17/2012	Landscaping	$ 201.78
Beaver Valley Stone	69-114	6/4/2012	Landscaping	$ 584.35
Andrew McKnight	69-114	6/18/2012	Landscaping	$ 500 00
Andrew McKnight	69-116		Landscaping	$ 252.75
Beaver Valley Stone	69-123		Landscaping	$ 310.04
Beaver Valley Stone	69-117	7/30/2012	Landscaping	$ 387.07
Andrew McKnight	69-114	8/4/2012	Landscaping	$ 1,000.00
Andrew McKnight	69-117	8/4/2012	Landscaping	$ 900.00
Andrew McKnight	69-123	8/4/2012	Landscaping	$ 900.00
Beaver Valley Stone	69-123	7/16/2012	Landscaping	$ 331.20
Beaver Valley Stone	69-123	8/1/2012	Landscaping	$ 573.50
				$ 6,240.69
Duco and Duco	Legal Retainer	8/12/2010	Legal	$ 5,000.00
Duco and Duco	Legal Retainer	5/31/2011	Legal	$ 2,000.00
David Stein	Financing	7/26/2011	legal	$ 2,250.00
David Stein	Retainer	7/26/2011	legal	$ 3,390 00
David Stein	Corp. Docs	7/26/2011	Legal	$ 847.50
Thomas McCrae	Litigator GS	8/15/2012	Legal	$ 5,000.00
Reprodux		8/7/2012	legal	$ 213.55
Teranet		7/25/2012	legal	$ 32.73
Edjline Appraisal Serv.	Appraisal	10/1/2011	Legal	$ 1,200.00
Edjline Appraisal Serv.	Appraisal	3/21/2011	Legal	$ 2,483.80
GTA Home Inspection Services	Inspection repo	9/11/2010	Legal	$ 2,768.50
Pape Barristers	Defence	12/12/2013	Legal	$ 4,000.00
Thomas McCrae	Litigator GS			
OnCorpDirect Search	GS Corp Search	8/30/2012	Legal	$ 275.00

				$ 29,461.08
Canadian Tire	69-121	3/11/2012	Locks	$ 31.48
Home Depot	69-114	9/19/2011	Locks	$ 20.26
Home Depot	69-124	7/22/2011	Locks	$ 20.29
Canadian Tire		11/2/2011	Locks	$ 12.16
Canadian Tire	69-123	8/27/2011	Locks	$ 6.75
Canadian Tire	67-121	1/28/2012	Locks	$ 16.88
Canadian Tire	69-127	12/14/2011	Locks	$ 6.08
Davies Lock and Door	69-114	10/10/2013	Locks	$ 375.00
Home Depot		7/25/2011	Locks	$ 9.12
Home Depot	67-121	2/13/2015	locks	$ 89.81
Canadian Tire		1/2/2012	Locks	$ 30.40
Alpha Contracting	69-121	8/13/2012	Locks	$ 100.55
				$ 718.78
GPW Construction	Sample boards	9/11/2010	Marketing	$ 1,073.50
Cre8tive Eye	Booklets	11/11/2010	Marketing	$ 1,824.95
Home Depot	69-111	1/21/2012	Marketing	$ 37.23
Don Tai	Translation Ope	12/14/2010	Marketing	$ 1,200.00
Don Tai	Translation Ope	12/21/2010	Marketing	$ 600.00
Don Tai	Translation Ope	3/6/2011	Marketing	$ 1,500.00
Don Tai	Translation Ope	3/27/2011	Marketing	$ 1,200.00
Cathy Ahmadpour	Referral Fee	1/8/2011	Marketing	$ 1,000.00
Don Tai	Promo mat'l	1/11/2011	Marketing	$ 250.00
Don Tai	Translation Ope	1/17/2011	Marketing	$ 1,500.00
Cre8tive Eye	Booklets	1/17/2011	Marketing	$ 983.10
Don Tai	Translation Ope	2/7/2011	Marketing	$ 1,200.00
Leanne Stewart	Unit Cleaning	2/20/2011	Marketing	$ 100.00
Metro News	Advertising	10/29/2010	Marketing	$ 1,130.00
Metro News	Advertising	12/13/2010	Marketing	$ 1,469.00
Metro News	Advertising	1/4/2011	Marketing	$ 1,469.00
Metro News	Advertising	1/21/2011	Marketing	$ 1,469.00
KIJIJI	Advertising	10/1/2010	Marketing	$ 154.89
KIJIJI	Advertising	11/1/2010	Marketing	$ 106.97
KIJIJI	Advertising	12/1/2010	Marketing	$ 33.99

Metro News	Advertising	2/4/2011	Marketing	$ 1,469.00
Don Tai	Translation Ope	5/4/2011	Marketing	$ 900.00
Don Tai	Translation Ope	5/23/2011	Marketing	$ 600.00
Debbie Francis	67-115 unit clea	5/27/2011	Marketing	$ 220.00
Don Tai	Translation Ope	6/4/2011	Marketing	$ 600.00
Don Tai	Translation Ope	6/12/2011	Marketing	$ 780.00
Metro News	Advertising	2/18/2011	Marketing	$ 1,469.00
Cre8tive Eye	booklets	6/20/2011	Marketing	$ 1,050.00
Metro News	Advertising	3/5/2011	Marketing	$ 1,469.00
Metro News	Advertising	3/19/2011	Marketing	$ 1,469.00
Don Tai	Translation Ope	6/28/2011	Marketing	$ 900.00
Don Tai	Translation Ope	7/15/2011	Marketing	$ 600.00
Don Tai	Translation Ope	8/3/2011	Marketing	$ 990.00
Don Tai	Translation Ope	8/6/2011	Marketing	$ 810.00
Don Tai	Translation Ope	9/13/2011	Marketing	$ 600.00
Don Tai	Translation Ope	10/6/2011	Marketing	$ 600.00
Don Tai	Translation Ope	11/7/2011	Marketing	$ 600.00
Don Tai	Translation Ope	11/25/2011	Marketing	$ 600.00
Don Tai	Translation Ope	12/12/2011	Marketing	$ 600.00
Don Tai	Translation Ope	1/13/2012	Marketing	$ 600.00
Don Tai	Translation Ope	4/20/2011	Marketing	$ 1,290.00
Don Tai	Translation Ope	2/25/2012	marketing	$ 600.00
Franklin Covey		12/14/2010	Marketing	$ 197.15
G. Grant Referral Fee	67-120	5/1/2011	Marketing	$ 2,000.00
Leanne Stewart	pay to vacate	6/8/2011	69-121 mgmt	$ 1,000.00
Joan Wang	69-111	6/6/2011	Marketing	$ 1,000.00
Cre8tive Eye		10/17/2011	Marketing	$ 203.40
Maple Leaf Promotions		4/6/2011	marketing	$ 318.66
netfirms		5/25/2012	Marketing	$ 127.03
Telco		3/1/2015	Marketing	$ 1,761.00
Website hosting and telco		12/1/2013	Marketing	$ 8,717.11
Signarama		6/4/2011	Marketing	$ 350.30
Referrals 69-116, 69-123		5/31/2011	Marketing	$ 4,000.00
Office services		12/1/2014	Marketting	$ 2,500.00

UPS		1/1/2015	Marketing	$ 740.00
Staples		5/17/2012	Marketing	$ 508.56
				$ 60,540.84
J&C Shepherd Management		8/30/2011	On-site Managemer	$ 28,000.00
J&C Shepherd Management		8/30/2012	On-site Managemer	$ 28,000.00
J&C Shepherd Management		8/30/2013	On-site Managemer	$ 28,000.00
J&C Shepherd Management		8/30/2015	Management Servic	$ 56,000.00
				$ 140,000.00
Alpha Contracting	69-110	3/18/2011	Renovation	$ 3,531.25
GPW Construction	69-116	3/27/2011	Renovation	$ 28,000.00
EcoEnergy	69-117 HWT	5/18/2011	Renovation	$ 150.00
GPW Construction	69-116	5/6/2011	Renovation	$ 11,500.00
EcoEnergy	69-116	5/23/2011	Renovation	$ 150.00
GPW Construction	69-123	5/13/2011	Renovation	$ 14,000.00
GPW Construction	69-116	5/17/2011	Renovation	$ 14,000.00
Alpha Contracting	69-110	5/19/2011	Renovation	$ 500.00
GPW Construction	69-116	5/19/2011	Renovation	$ 10,000.00
Alpha Contracting	69-110	6/19/2011	Renovation	$ 7,500.00
Alpha Contracting	69-110	5/24/2011	Renovation	$ 3,000.00
Alpha Contracting	69-110	5/26/2011	Renovation	$ 500.00
Alpha Contracting	69-110	6/16/2011	Renovation	$ 700.00
Home Depot	69-117	12/6/2011	Renovation	$ 1,883.57
Home Depot	69-117	12/12/2011	Renovation	$ 356.91
Home Depot	69-114	1/20/2012	Renovation	$ 321.12
Cuiwood Flooring	69-117	1/20/2012	Renovation	$ 1,900.80
GPW Construction	69-123	6/27/2011	Renovation	$ 10,000.00
Alpha Contracting	69-110	7/10/2011	Renovation	$ 474.29
Alpha Contracting	69-110	7/10/2011	Renovation	$ 1,042.60
EcoEnergy	69-123HWT	7/15/2011	Renovation	$ 150.00
GPW Construction	69-116/123	7/15/2011	Renovation	$ 10,000.00
GPW Construction	69-116/123	8/21/2011	Renovation	$ 30,862.43
Stephane Cassan	69-116	9/26/2011	Renovation	$ 490.00
EcoEnergy	69-110 HWT	10/1/2011	Renovation	$ 150.00
Alpha Contracting	69-117	11/2/2011	Renovation	$ 5,147.15

Alpha Contracting	69-117	11/22/2011	Renovation	$ 3,000.00
Alpha Contracting	69-117	12/6/2011	Renovation	$ 3,200.00
Alpha Contracting	69-117	12/21/2011	Renovation	$ 3,200.00
Alpha Contracting	69-124	10/4/2013	Renovation	$ 5,000.00
Moore Designs	69-123	1/28/2015	Renovation	$ 508.50
Alpha Contracting	69-117	1/13/2012	Renovation	$ 4,000.00
EcoEnergy	69-111 HWT	1/22/2012	Renovation	$ 150.00
Home Depot	69-124	9/25/2013	Renovation	$ 1,324.35
Home Depot	69-117	12/23/2011	Renovation	$ 186.44
Home Depot	69-123	7/19/2011	Renovation	$ 70.11
Home Depot	69-110	5/5/2011	Renovation	$ 390.56
Rona	69-117	1/11/2012	Renovation	$ 427 29
Home Depot	67-120	1/11/2012	Renovation	$ 625.20
Home Depot	69-114	1/11/2012	Renovation	$ 260.57
Home Depot	69-110	9/30/2011	Renovation	$ 191.72
Home Depot	69-116	10/2/2011	Renovation	$ 139.17
Home Depot	69-110	7/25/2011	Renovation	$ 41.69
Scarborough Countertops	69-117	12/20/2011	Renovation	$ 559.35
Home Depot	69-117	11/2/2011	Renovation	$ 137.00
Electrical Safety Authority	57-119	3/20/2012	Renovation	$ 300.00
Electrical Safety Authority	69-114	3/20/2012	Renovation	$ 300.00
Energy Audit	69-115	3/21/2012	Renovation	$ 950.00
Electrical Safety Authority	69-115	3/20/2012	Renovation	$ 300.00
Yu Bin Zhang	69-114	3/20/2012	Renovation	$ 1,400.00
Yu Bin Zhang	69-115	3/20/2012	Renovation	$ 1,400.00
Jim Milne	69-124	7/25/2012	Renovation	$ 1,750.00
Rona	69-117	12/20/2011	Renovation	$ 298.85
Home Depot	69-111	5/27/2011	Renovation	$ 234.67
Home Depot	69-117	12/20/2011	Renovation	$ 937.42
Lowes	69-116	8/10/2011	Renovation	$ 29.36
Rona	69-114	2/11/2012	Renovation	$ 74.32
Home Depot	69-110	6/1/2011	Renovation	$ 50.99
Rona	69-110	5/30/2011	Renovation	$ 370.31
Canadian Tire	69-110	5/3/2011	Renovation	$ 20.06

Rona	69-110	5/2/2011	Renovation	$	410.29
Rona	69-117	5/10/2011	Renovation	$	18.63
Home Depot	69-110	5/25/2011	Renovation	$	197.30
Home Depot	69-116	8/8/2011	Renovation	$	124.25
Rona	69-116	8/5/2011	Renovation	$	25.45
Canadian Tire	69-124	6/1/2011	Renovation	$	73.45
Home Depot	69-124	8/5/2012	Renovation	$	30.34
Home Depot	69-110	6/25/2011	Renovation	$	45.82
Lowes	69-110	5/2/2011	Renovation	$	96.14
Home Depot	69-110	5/28/2011	Renovation	$	47.32
Mr Yu (electrician)	69-114	3/18/2011	Renovation	$	300.00
Home Depot	69-114	3/3/2012	Renovation	$	214.48
Home Depot	69-117	12/20/2011	Renovation	$	524.86
Home Depot	69-117	12/24/2011	Renovation	$	53.80
Home Depot	69-120	9/30/2011	Renovation	$	309.79
Lowes	69-116	8/8/2011	Renovation	$	126.56
Rona	67-120	8/13/2011	Renovation	$	50.36
Lowes	69-117	1/30/2012	Renovation	$	521.85
Home Depot	67-120	1/25/2012	Renovation	$	147.92
Home Depot	67-120	9/30/2011	Renovation	$	191.72
Home Depot	69-123	7/19/2011	Renovation	$	70.11
Rona	69-117	1/13/2012	Renovation	$	517.80
Rona	69-110	5/2/2011	Renovation	$	527.52
Reliance	69-115	6/25/2012	Renovation	$	6,500.00
Lowes	69-115	6/25/2012	Renovation	$	2,926.10
Canadian Tire	69-115	6/25/2012	Renovation	$	335.00
Ikea	69-115	6/25/2012	Renovation	$	10,494.00
FastFormFoam Inst	69-115	6/25/2012	Renovation	$	2,325.13
Rona	69-110	5/2/2011	Renovation	$	410.29
Home Depot	57-119	3/5/2012	Renovation	$	214.48
Rona	57-119	2/13/2012	Renovation	$	74.32
Home Depot	69-124	7/23/2012	Renovation	$	315.54
Home Depot	69-115	6/25/2012	Renovation	$	6,337.56
Jim Milne	69-115	6/25/2012	GS repairs	$	2,500.00

Jim Milne	69-115	6/25/2012	Renovation	$ 31,100.00
GPW Construction	69-123	4/18/2011	Renovations	$ 15,000.00
				$ 271,296.23
Home Depot	69-125	4/6/2012	repair	$ 119.73
Trevor Dwyer	69-125	10/16/2011	Repairs	$ 100.00
Home Depot	69-110	2/11/2011	repair	$ 32.18
Home Depot	69-111	2/8/2011	repair	$ 48.40
Home Depot	69-124	7/25/2011	repair	$ 41.69
Mr. Yu	69-114	12/23/2011	repair	$ 200.00
Home Depot		8/5/2012	repair	$ 22.64
Rona	69-124	8/4/2012	repair	$ 15.23
Home Depot	69-124	7/7/2012	repair	$ 27.10
Rona	67-121	8/20/2012	repair	$ 28.88
Rona	67-121	8/20/2012	repair	$ 101.70
Rona	67-121	8/19/2012	repair	$ 96.03
Alpha Contracting	63-111	8/13/2012	repair	$ 1,102.72
Rona	63-111	8/11/2012	repair	$ 37.99
Home Depot	67-121	8/14/2012	repair	$ 15.01
Mr Yu	69-111	1/12/2012	repairs	$ 500.00
Alpha Contracting	69-114	1/11/2012	repairs	$ 850.00
Mr Yu	67-121	10/14/2011	repairs	$ 400.00
Home Depot	67-120	1/15/2012	repairs	$ 339.00
Alpha Contracting	67-121	6/15/2012	repairs	$ 500.00
Home Depot	63-111	5/29/2012	Repairs	$ 142.40
Home Depot	63-111	5/30/2012	Repairs	$ 106.51
Rona	63-111	3/14/2012	Repairs	$ 129.36
Rona	57-119	3/16/2012	Repairs	$ 132.32
Home Depot	69-121	3/21/2012	repairs	$ 31.37
Rona	69-121	3/29/2012	Repairs	$ 201.28
Yu Bin Zhang	69-111	1/7/2012	Repairs	$ 850.00
Home Depot	67-121	3/7/2012	repairs	$ 297.06
Trevor Dwyer	63-111	7/7/2012	repairs	$ 150.00
Canadian Tire	69-115	2/22/2012	repairs	$ 26.39
Home Depot	67-120	2/23/2012	repairs	$ 57.88

Home Depot	69-124	7/26/2012	repairs	$ 15.28
Home Depot	69-124	8/1/2012	repairs	$ 44.92
Home Depot	69-124	8/3/2012	repairs	$ 56.35
Rona	69-114	8/13/2012	repairs	$ 126.53
Alpha Contracting	63-111	8/30/2012	repairs	$ 850.00
GPW Construction	69-123	4/18/2011	Repairs	$ 12,120.00
Discount Truck Rental	69-114 Construc	6/29/2012	repairs	$ 238.25
Alpha Contracting	69-120	4/16/2015	repairs	$ 2,000.00
Home Depot		10/2/2011	repairs	$ 139.17
Alpha Contracting	57-119	2/16/2012	Repairs	$ 1,500 00
				$ 23,793.37
Home Depot	69-115	1/21/2012	repairs GS	$ 33.89
Mr. Yu	69-115	2/27/2012	repairs GS	$ 500.00
Home Depot	63-111	8/16/2012	repairs GS	$ 46.99
Alpha Contracting	67-116	8/13/2012	repairs GS	$ 153.63
Alpha Contracting	67-116	8/13/2012	repairs GS	$ 181.91
Alpha Contracting	67-121	8/13/2012	repairs GS	$ 682 70
GPW Construction	69-116	4/7/2011	repairs GS	$ 5,750.00
Mr. Yu	69-111	1/11/2012	repairs GS	$ 450.00
Electrical Safety Authority	69-120	4/16/2015	repairs GS	$ 300.00
Belstone Electric	69-120	4/16/2015	repairs GS	$ 750.00
Yu Bin Zhang	69-115	2/15/2012	repairs GS	$ 1,450.00
Alpha Contracting	67-115	6/14/2012	Repairs GS	$ 283.94
Alpha Contracting	69-111	6/9/2012	repairs GS	$ 1,800.00
Alpha Contracting	57-119	6/16/2012	Repairs GS	$ 544.66
Alpha Contracting	67-120	6/16/2012	repairs GS	$ 489.87
Alpha Contracting	67-121	8/30/2012	repairs GS	$ 800.00
Mr Yu	69-121	1/12/2012	repairs GS	$ 400.00
Xiao Hong Bin	63-116	7/5/2012	repairs GS	$ 39,000.00
Moore Designs	69-120	2/23/2015	repairs GS	$ 1,073.50
Home Depot	63-116 Mold Ab	7/20/2012	Repairs GS	$ 65.91
				$ 54,757.00
Enbridge	69-117	1/24/2012	utilities	$ 430.16

Toronto Hydro	69-117	1/24/2012	utilities	$ 560.50
Toronto Hydro	69-111	1/24/2012	utilities	$ 143.00
Enbridge	69-115	3/24/2012	utilities	$ 74.37
Enbridge	69-121	3/24/2012	utilities	$ 398.64
Enbridge	67-121	8/20/2012	utilities	$ 126.00
Enbridge	69-111	8/20/2012	utilities	$ 310.61
Toronto Hydro	69-117	11/8/2011	utilities	$ 178.01
Toronto Hydro	69-116	11/8/2011	utilities	$ 154.43
Toronto Hydro	69-123	11/8/2011	utilities	$ 160.11
Toronto Hydro	67-120	11/8/2011	utilities	$ 101.38
Toronto Hydro	69-124	8/3/2012	utilities	$ 431.29
Toronto Hydro	71-118	2/21/2015	utilities	$ 851.29
Toronto Hydro	71-118	6/20/2014	utilities	$ 500.00
				$ 4,419.79
				$ 817,310.53

Tab VV

CO-OWNERSHIP AGREEMENT

Made as of the 25th, day of June, 2007.

BETWEEN:

THOSE CO-OWNERS WHOSE NAMES ARE SET OUT IN SCHEDULE "A" HERETO AND WHO HAVE EXECUTED THIS AGREEMENT OR A COUNTERPART HEREOF

(each of whom is hereafter referred to as the "Co-owner" and who are collectively referred to as the "Co-owners" or the "Co-ownership")

OF THE FIRST PART

- and -

GODSTONE CO-OWNERSHIP INC.

(hereinafter referred to as the "Corporation")

OF THE SECOND PART

WHEREAS each of the Co-owners is the owner of the separate undivided percentage interest (a "Co-ownership Interest") appearing opposite the Co-owner's name in Schedule "A" attached hereto, as a tenant in common, in the land and building located in the City of Toronto, municipally known as 53-71 Godstone Road, City of Toronto, and being more particularly described as, Parcel Q-2, Section M 1005; Block Q, Registered Plan 66M-1005, as in Instrument No. A 153720, in the Registry for the Land Titles Division of Toronto (No. 80) as in PIN 10047-0399 (LT) (the "Real Property").

AND WHEREAS the Corporation was incorporated for the purpose of managing the Real Property on behalf of the Co-owners, and each of the Co-owners beneficially owns that proportion of the share of the Corporation that represents the same proportion that his or her Co-ownership Interest bears to the aggregate of all the Co-ownership Interests;

AND WHEREAS in order to provide flexibility and manageability to their relationship, the Co-owners wish to meet not as co-owners, but as shareholders of the Corporation and wish that by virtue of the existence of the Corporation and the nature of its shareholdings, all decisions relating to the Real Property and the Co-ownership will be made by the Corporation pursuant to its Articles of Incorporation, By-Laws and this Co-ownership Agreement;

AND WHEREAS it is intended that the rights and obligations of all present and future Co-owners of one or more of the Co-ownership Interests, and the governance, administration and operation thereof will at all times hereafter be in accordance with the provisions of this Co-ownership Agreement, and the Articles of Incorporation and By-Laws of the Corporation as amended from time to time;

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

ARTICLE 1
INTERPRETATION

1.01 **Definitions:**

In this Agreement:

(a) "Building" means the building on the Real Property;

(b) "Common Areas" means the Real Property excluding the Suites, as hereinafter defined and such other portions of the Real Property that are excluded herein or by other documents registered on title;

(c) "Common Expenses" means all expenses, charges and costs of every nature and kind, which may be incurred by the Corporation in connection with the management of the Real Property and Building and the maintenance of the Real Property, Building and Suites, as hereinafter defined and the share of the Real Property and Building taxes or taxes similar to real property taxes, including without limitation, realty taxes for Suites and common areas, heating, gas, hydro, hot water, cold water, snow removal, landscaping on common areas, onsite superintendent including suite and salary, property management and general repairs and maintenance to the Real Property and the Building and the costs of administration of the Co-ownership Arrangements as hereinafter defined;

(d) "Co-owner's Co-ownership Interest" means the percentage interest assigned to each Co-owner as set out in Schedule "A";

(e) "Co-ownership Arrangements" means the arrangements contemplated by this Co-ownership Agreement, and the Articles of Incorporation and By-Laws of the Corporation and any lease registered on title pertaining to the Real Property or any part thereof;

(f) "Designated Locker" means a storage locker located on the Real Property or is in the Building, and which a Co-owner has the right of use pursuant to an executed licence agreement in the form mandated by the Corporation from time-to-time and recorded in the Locker Register, as hereinafter defined;

(g) "Directors" means the board of directors of the Corporation;

(h) "Exclusive Use Parking Space" means the parking space associated with a Co-Owner's Interest, as set out in the Parking Register, together with a licence agreement with the Corporation, in the form mandated by the Corporation from time to time, and to be used only in accordance with this Agreement and the said license agreement and for no other purpose;

(i) "Measurement of Area" measurement of areas for the purpose of advertising and for the purpose of establishing a Co-Owner's percentage interest in the common costs may be established by the use of Tarion approved Bulletin 22;

(j) "Members" means the Co-owners as defined in the Articles and By-Laws of the Corporation;

(k) "Locker Register" means a journal contained in the Books and Records maintained by the Corporation which shall set out the Designated Lockers, and into which shall be recorded any subsequent transfers made in accordance with Article 2.12 hereof;

(l) "Other Suite(s)" means a suite or apartment suite other than the Suite;

(m) "Originating Co-Owner" means Lape Residences Inc;

(n) "Parking Register" means a journal contained in the Books and Records maintained by the Corporation which shall set out the initial Exclusive Use Parking Space(s), and into which shall be recorded any subsequent transfers made in accordance with Article 2.12 hereof;

(o) "Proportionate Share" means each co-owners share as determined by percentage as the same percentage share used in the definition of the Co-owner's Co-Ownership Interest; and

(p) "Suite" means the residential apartment suite in the Building as set forth against the Co-owner's name in Schedule "A", hereto, their transferees, assignees, and heirs and their subsequent owners, the boundaries of which are more fully described as the total area of each floor measured above grade measured from the

centerline of the common wall to the centerline of the common wall or to the exterior face of the outside wall, where appropriate, less any openings to the floor below which are not associated with stairs, stairs may be included (the area of treads and landings). However, if the opening in the floor is oversized (larger than the actual area of the stairs), that extra open area (outside the limits of the treads and landings) must be deducted from the floor area calculation. A tolerance of Two (2%) on the total area measurement is acceptable.

Each Suite includes the unfinished interior surfaces of the following: windows, window frames and exterior doors. Each Suite also includes all pipes, wires, cables, ducts and mechanical apparatus that supply power or any other service to that particular Suite only, whether they lie within or outside of the aforementioned limits or boundaries.

Each Suite excludes all pipes, wires, cables, ducts and mechanical apparatus that supply power or any service to more than one Suite, or that may lie within the boundaries of any particular Suite as hereinbefore defined but which do not service that particular Suite.

Each Suite includes the unfinished interior surfaces of the following: windows, window frames and exterior doors. Each Suite also includes all pipes, wires, cables, ducts and mechanical apparatus that supply power or any other service to that particular Suite only, whether they lie within or outside of the aforementioned limits or boundaries.

Each Suite excludes all pipes, wires, cables, ducts and mechanical apparatus that supply power or any service to more than one Suite, or that may lie within the boundaries of any particular Suite as hereinbefore defined but which do not service that particular Suite.

Although not part of the area calculation, each suite shall have annexed thereto a private amenity area, being exclusive use areas of the Common Area, for which the Co-Owner shall be fully responsible for the care and maintenance thereof. The cost of such maintenance will not be in the common costs payable by the Co-owner.

Where the Co-Ownership property includes balconies, said balconies will form part of the Suite, but not for the purpose of calculating the percentage areas. Said balconies will be exclusive use common area space for which the Co-Owner shall be responsible for day-to-day maintenance and care and for which will be subject to the Rules from time-to-time. The Co-Ownership shall be responsible for all structural, capital costs and painting of the balconies.

ARTICLE 2
USE AND OCCUPATION OF THE REAL PROPERTY AND BUILDING

2.01 **Exclusive License:**

Subject to the prior rights of any tenant(s), if any, Co-owners are hereby granted the exclusive right and license (the "License") for the use, occupancy and enjoyment (other than as a tenant) of the Suite and, where applicable, of the Exclusive Use Parking Space; and also where applicable of the Designated Locker.

2.02 **Licenses for Other Suites:**

The Co-owner agrees that each other Co-owner is hereby granted the exclusive right and license to the use, the occupancy and the enjoyment of the Other Suites allotted to that Co-owner, as set out in Schedule "A" hereto, in each case, on and subject to the terms and conditions of this Co-ownership Agreement, and subject to the prior rights of any tenant(s), if any.

2.03 **Terms and Conditions:**

The Co-owner agrees that the exclusive License to the Suite hereby granted is on, and subject to all the terms and conditions set out in this Co-ownership Agreement, and the Co-owner agrees to observe and perform, in accordance their terms, all the obligations of a Co-owner set out herein.

2.04 Release of Claims:

The Co-owner hereby relinquishes and agrees never to claim or attempt to enforce, and is hereby absolutely estopped from ever asserting any present or future right to, or interest in the use, occupancy or enjoyment of any Other Suite, any fixtures annexed thereto, or the rents or profits of any Other Suite, so long as the person entitled to such use, occupancy and enjoyment is bound by the Co-ownership Agreement, and is not in default, or has executed such undertakings as are required by Article 2.09 hereof.

2.05 Common Areas:

The Co-owner, occupant and their invitees are entitled to make reasonable use of the Common Areas, excluding Exclusive Use Parking Space and Amenity Areas allotted to other Co-owners, subject to the terms and conditions hereof.

2.06 Rights of Entry:

The Corporation, or any insurer of the Real Property and Building, their respective agents, or any other persons authorized by the Directors, are entitled to enter the allotted Suite at all reasonable times, and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition that violates the provisions of any insurance policy, remedying any condition that might result in damage to the Real Property or Building, or carrying out any duty imposed upon the Corporation. In case of an emergency, an agent of the Corporation may enter the Suite at any time and without notice, for the purpose of repairing the Suite or Common Areas, or for the purpose of correcting any condition that might result in damage or loss to the Real Property or Building. The Directors, or anyone authorized by them, acting reasonably, may determine whether an emergency exists. If the Co-owner is not personally present to grant entry to the Suite, the Corporation, or its agents, may enter the Suite without liability for any damages other than those caused by failure to exercise reasonable care in the circumstances. For the purposes of this Article and subject only to the circumstances outlined herein, the Co-owner shall cause a key(s) to the Suite to be lodged with the Corporation. The rights and authority hereby reserved to the Corporation, its agents, or any insurers or their agents, do not impose any responsibility or liability whatsoever for the care or supervision of any Suite.

2.07 Use of Suite:

(a) Each suite shall be occupied and used only in conformity with the applicable zoning and building by-laws of the City of Toronto pertaining to this Building, as amended from time to time and in conformity with the by-laws, rules and regulations of the Governmental Authorities, as amended from time to time; provided however that the foregoing shall not prevent the Originating Co-Owner from completing this Building and all improvements to the property, changing and altering the use of any Suites, maintaining one or more Suites as models for display and sales/rental purposes and otherwise maintaining construction offices, displays and signs therein and anywhere on the property until all Suites in this Building have been sold and title transferred by the Originating Co-Owner.

(b) No suite shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance obtained or maintained by the Corporation or otherwise referred to in this Agreement. In the event that the use made by any Co-Owner of his or her suite (or tenant), other than the Originating Co-Owner, results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then the Co-Owner of the suite shall be personally liable to pay and/or fully reimburse the Corporation for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Co-Owner's use), and such Co-Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Co-Owner's breach of the foregoing provisions of this subparagraph.

(c) No Co-Owner shall sell, give, lease, convey or otherwise dispose of a Designated Locker and/or designated parking space and/or exclusive use areas to any person who is not the Originating Co-Owner, the Corporation or a Co-Owner of an interest in this Building, and provided that any lease or licence or right to use of a Designated Locker is made only to the Originating Co-Owner, the Corporation, or to a Co-Owner or tenant (in actual occupation) of a suite in this Building. The term of any lease of a Designated Locker to a tenant (in actual occupation) of a suite in this Building shall not extend beyond the term of the tenancy of such suite. The Co-Owner and (proposed) tenant of any Designated Locker shall comply with the leasing agreement requirements generally set forth by the Corporation, the license governing the Designated Locker and the rules.

(d) No Co-Owner, other than the Originating Co-Owner, shall make any structural change or alteration in or to any suite, alter or amend or remove any portion of a suite without the prior written consent of the board and the approval of and issuance of the required permits by the City of Toronto.

(e) No Co-Owner shall remove or replace any fixture or item within a suite that is directly connected to the common areas without utilizing the services of a licensed mechanic or tradesperson to perform the type of work required to be done. This restriction is intended to include work done to any humidification equipment which may be added by the Co-Owner to the heating, air conditioning and ventilation equipment which serves the suite only and is directly connected to the building's water mains or drainage system or electrical work that may affect common power lines.

(f) Any rule or provision herein, which sets forth restrictions upon the keeping of pets within the building, shall apply, mutatis mutandis, herein to the occupation and use of the Suites.

(g) Except as otherwise expressly stated herein, no awnings or shades shall be erected over and outside of the windows of any suite or any common area without the prior written consent of the board and no decorating or painting shall be done or effected, or caused to be done, on any outside area, exterior surface or exterior door without the prior written consent of the board. All window coverings and outside linings thereof in exterior windows within each suite shall be of a neutral off-white or white shade, and no foil shall be placed on the windows without the prior written consent of the board. The board shall have the right to cause the removal of anything which contravenes this provision, it being the intent of the board to maintain high and uniformly kept standards of architectural control and design within the Building.

(h) For the purposes of this Agreement, and for the purposes of regulating and managing the affairs of the Corporation, the following shall be deemed not to be additions, alterations, improvements to or renovation of the common areas of the Corporation, namely:

(i) any minor installation, alteration or improvement in a suite which involves a minor encroachment of the common areas to the extent permitted by subparagraph (i) of this section of the Agreement;

(ii) the removal of a demising or partition wall in accordance with subparagraph (j) of this section of the Agreement;

(iii) any alteration, addition, change, improvement or renovation made on the property within any suite in the nature of 'leasehold improvements' or any removal or replacement of partitions between Suites or between Suites and the common areas provided that the provisions of this Agreement and any (applicable) by law of the Corporation are complied with or the alteration or removal of non structural or non load bearing walls or columns, or any change within a suite which affects any servicing system which serves another adjoining suite on the same level owned by the same Co-Owner, provided the provisions of this Agreement are complied with.

In the event that an alteration involves two Suites, but the Co-Ownership interests associated therewith, are not owned by the same Co-Owner, then such alteration, addition, change improvement, renovation, shall be deemed to be material and not within the ambit of this subparagraph (h).

Notwithstanding the generality of the foregoing, or any other provision of this Agreement to the contrary, any such installation, alternation, addition, change, improvement or renovation to any part of parts of a suite by a Co-Owner must be in full compliance with the provisions of any by-law designating the Building.

(i) Any Co-Owner may make or effect any minor installation, alteration or improvement to his or her suite by way of the making of any repairs and replacement to any part of his or her suite including an installation or improvement to any servicing system serving his or her suite alone and which forms part of such suite (herein defined as a "construction in the suite") which to a minor degree encroaches, protrudes onto, encompasses any part of or otherwise touches upon the common areas (all of which are individually herein referred to as a "minor encroachment onto the common areas") provided that the written consent of the Board thereto is first obtained, which consent may be arbitrarily withheld or delayed, and that such minor encroachment activity is done in full compliance with the reasonable requirements imposed by the Board in connection therewith including, without restricting the generality of the foregoing, the following requirements:

(i) that copies of all plans and specifications are first delivered to the Corporation from an architect or engineer showing in complete detail the proposed construction in the suite and illustrating, in sufficient detail, the manner in which the common areas may be affected or, alternatively, that the common areas are not affected;

(ii) that the Co-Owner, in making the minor encroachment onto the common areas, complies with the provisions of all rules, regulations and ordinances of any Governmental Authority having jurisdiction;

(iii) that the Board, acting reasonably, is satisfied that the use made by other Co-Owners and/or the Corporation of the Suites and common areas will not be unduly or unreasonably altered, disturbed or interfered with by any such minor encroachment onto the common areas and that such construction in the suite will not unduly affect the structural integrity of the suite, any other suite or of the common areas nor will it adversely interfere with the electrical, heating or other mechanical fixtures, equipment or systems serving other Suites or the common areas, and in this regard, the Board may require the payment of a cash deposit or the posting of a letter of credit or other sufficient or satisfactory security to it to secure any of the obligations or matters described or referred to in this subparagraph;

(iv) that adequate measures are taken so that any noise, interference or vibration caused to any other Co-Owner arising from construction in the suite is minimized; and

(v) that such Co-Owner seeking to effect the construction in the suite agrees to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims or liabilities which the Corporation may incur or suffer as a result of or in connection with such encroachment onto the common areas, and the Co-Owner agrees to execute such further assurances as the Board may reasonably require in this regard.

(vi) The Co-Owner first receives the prior written consent of the board;

(vii) The Co-Owner at his sole expense makes application for and obtains all required permits and approvals required under any zoning laws, regulations and requirements.

(viii) The Co-Owner agrees that the Corporation, or its representatives or agents will have unrestricted access to the Suites to inspect the work being conducted until such time as the work is complete as determined by the Corporation of its representatives or agents; and,

(ix) In the event that the corporation has given the Co-Owner notice that the work being conducted on the Suite is not satisfactory to the Corporation and the Co-Owner does not correct same forthwith, the Corporation may enter and complete the work. All expenses incurred by the Corporation shall be paid by the Co-Owner on demand and failing payment, shall form a charge against the suite and in addition, may be collected in the same manner as common expenses.

In the event the approval of the Board is being sought with respect to the installation of a partition or demising wall separating two Suites owned by the same Co-Owner so that the wall or part thereof so constructed is located in conformity with the location of boundaries between such Suites as set forth in the description, such location and sitting of the partition or demising wall shall be verified in writing by an Ontario land surveyor and approved by the Board with the cost or expense of same being borne by such Co-Owner or Co-Owners wishing to effect such installation.

(j) The same Co-Owner of two adjoining Suites may remove all or any portion of any demising or partition wall which is not a load bearing wall and which separates and forms part of the two adjoining Suites which are or will be owned by the same party, provided that no part of the wall forms part of the common areas and provided that any provisions or conditions imposed by the board are fully complied with by such Co-Owner including, without limitation any of the provisions contained in subparagraph (i) of this section of the Agreement.

(k) No suite shall be used for any purpose or in any manner which would constitute a nuisance or to otherwise interfere with the Co-Owners or occupants of any lands or buildings in the neighbourhood of the property by reason of creation of odour, gases, dust, smoke, noises, fumes, cinders, soot, waste or otherwise.

(l) Each parking space shall be used and occupied only for licensed motor vehicle parking purposes, and for any additional use or purpose provided for by the rules, licenses and by laws of the Corporation and without restricting any wider definition of motor vehicle as may be imposed by the board. "Motor Vehicle" shall be deemed to include a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck, licensed (with an active plate), in good working order and repair and which does not leak any fluids. The Co-Owner of each parking space shall maintain such space in a clean and sightly condition and shall remove any oil stains thereon. The Corporation may make provision in its annual budget for and/or may arrange for the cleaning of the parking spaces in their totality or in groups of parking places.

Notwithstanding anything herein provided to the contrary, each parking space shall exclude all equipment or apparatus, including any fans, pipes, wires, cables, ducts flues, shafts, fire hoses, sprinklers, lighting fixtures, air conditioning or heating equipment appurtenant thereto which provides any service to the common areas or Suites including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any such Parking Space.

The Co-owner shall ensure that the Suite is occupied and used only as a private single family residence and for no other purpose including no short term rentals, and shall prevent the Suite from being occupied or used by anyone in such a manner as to endanger persons or property, or which constitutes a nuisance or interferes with the quiet enjoyment of other Co-owners or results in the cancellation, or threatened cancellation of any insurance coverage maintained under Article 7.00 hereof, or for any illegal act.

2.08 **Building Regulations:**

The Co-owner agrees that the rules and regulations ("Regulations") from time to time in force restricting or regulating the use and enjoyment of the Real Property, the Building, the Suites and the Common Areas shall be fully observed and performed by the Co-owner and by the family, visitors, guests, tenants, employees and agents (and directors, officers and shareholders, if the Co-owner is a body corporate) of the Co-owner (or any of them, in the case of an interest held jointly by more than one Co-owner) and by any other occupant of, or invitee to the Suite.

(a) Save as otherwise provided in this Agreement, the by-laws and rules of the Corporation, each Co-Owner may make reasonable use of for residential purposes only, and has the right to occupy and enjoy the whole or any part of the common areas, including the corridor providing access to the Suites, subject to any applicable conditions or restrictions set out in the Agreement, the Corporation's by laws and the rules and the easements and rights registered against the property. However, no condition shall be permitted to exist, and no activity shall be carried on in any Suite or on the common areas that is likely to damage the property, or that will unreasonably interfere with the use or enjoyment, by other Co-Owners of the common areas and the other Suites, or that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Agreement or otherwise in existence with respect to the property, or that will lead to a contravention of any covenant, term or condition contained in any easements or rights registered against the property. The foregoing shall not prevent the Originating Co-Owner from completing the buildings and all improvements to the Property, maintaining Suites as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales purposes upon the Common Areas, and within or outside any unsold Suite, for the marketing of Suites in the Corporation which have not been transferred by the Originating Co-Owner.

(b) No Suite shall be occupied or used by anyone in such a manner as is likely to damage the Property or that will unreasonably interfere with the use or enjoyment by other Co-Owners of the common areas and the other Co-Owners of the common areas and the other Suites or that may result in the cancellation or thereat of cancellation of any policy of insurance placed by or on behalf of he Corporation. If a Suite is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the Co-Owner of such Suite shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the Co-Owner's contribution towards the common expense.

(c) Save as hereinafter specifically provided in this Agreement and in any by-law of the Corporation, no Co-Owner shall make any change or alteration to an installation upon the common areas, or maintain, decorate, alter or repair any part of the common areas, except for maintaining those parts of the common areas which he or she has a duty to maintain in accordance with the provisions of this Agreement, without obtaining the prior written approval of the Corporation. No boundary wall, load bearing wall, floor, door or window, toilet, bathtub, wash basin, sink, heating, air conditioning, plumbing, structural, mechanical or electrical installation (save and except usual lighting fixtures used in the Suite) contained in or forming part of a Residential Suite shall be installed, removed, extended or otherwise altered without the prior written consent of the Board of Directors; provide however, that the provisions of this subparagraph shall not require any Co-Owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any Suite.

(d) The Originating Co-Owner, its officers, employees, agents and invitees shall have free and unlimited access to and egress from all parts of the common areas of the lands and the Building until completion of the sales of and the transfer of title to all Suites in this Building for the purpose of gaining access to its own Suites including access to the common areas of this Building for any lawful purpose including, but not limited to, showing same to persons interested in the property. In addition, the Originating Co-Owner and any related company or agent, their

sales staff, their authorized personnel, and any prospective Purchasers will together have the right to use visitors' parking spaces located within the property, such spaces (i.e. their locations and number of spaces) to be designated by the Originating Co-Owner in its sole discretion, and which right will cease forthwith upon the sale of all Suites owned by the Originating Co-Owner in the Building.

(e) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any rules or by laws of the Corporation hereafter passed or enacted to the contrary, the Originating Co-Owner, any related company or agent of the Originating Co-Owner, shall be entitled to erect and maintain signs for marketing/sales/rental purposes upon any portion of the common areas, and within or outside any unsold Suites pursuant to the Originating Co-Owner's ongoing marketing/sales/rental program in connection with this Co-Ownership at such location(s) and having such dimensions as the Originating Co-Owner may determine in its sole discretion, provided they are in compliance with municipal requirements until such time as all Suites in this Co-Ownership have been sold and title transferred by the Originating Co-Owner.

(f) Specifically, the Originating Co-Owner shall also be entitled, on a rent free or cost free, save and except as stated herein, to use and occupy any portion of this Co-Ownership for the Originating Co-Owner's marketing/sales/rental program, and to erect and maintain a sales/construction office thereon at such location as the Originating Co-Owner may select, in its sole discretion, until such time as the Originating Co-Owner has sold and transferred title to all of the Suites in this Co-Ownership. The cost of erecting, maintaining and ultimately dismantling the said sales/construction office and/or management office shall be borne by the Originating Co-Owner. The Corporation (or anyone else acting on behalf of the Corporation) shall not prevent or interfere with the provision of utility services to the said sales/construction/management office, the cost of which utility services shall the sole responsibility of the Originating Co-owner.

The Corporation shall be permitted to designate and maintain a waste disposal room, and will be permitted to establish rules for the placing and temporary storage of garbage generated by Co-Owners (and/or their tenants and invitees) including the manner of transferring and accumulating waste into the garbage room, and the Corporation may arrange for garbage pickup by the Governmental Authorities or, if garbage pickup is not available, by engaging a private waste disposal firm to remove garbage from the Building. In the event that the carrying out of the garbage of a Co-Owner (and/or their tenants or invitees) of a particular Suite generates, in comparison to other Suites, a disproportionately high amount of waste requiring the Corporation to rent or purchase garbage bins or to arrange for the pickup of garbage on a more frequent basis than normally scheduled and at increased cost to the Corporation, the Corporation shall be entitled to assess such Co-Owner (and/or their tenants and invitees) of the Suite (jointly and severally) for the attributable portion of such increased costs to store and remove such additional garbage, acting reasonably, and the increased costs shall be invoiced to such user and Co-Owner of the Suite and paid, from time to time, within Ten (10) days of receipt of such invoice by the user and/or Co-Owner of the Suite, failing which, the Corporation may assess the increased cost to the Suite Co-Owner as an additional cost toward the common expenses, and such unpaid amount may be recoverable in the same manner as common expenses from the Suite Co-Owner.

2.09 Requirements for Leasing:

The Co-Owner may rent or lease the Suite, or the Exclusive Use Parking Space and Designated Locker (if any), or permit it to be subletted, or permit any person other than his or her own family (or major shareholders and their family, if the Co-owner is a body corporate) to use and enjoy the Suite, the Exclusive Use Parking Space and Designated Locker, or any part of it, so long as the Co-owner causes the proposed occupant or user to execute an acknowledgment of the Regulations and that the Suite, the Exclusive Use Parking Space and Designated Locker, is subject to this Co-ownership Agreement. The Co-owner shall not be relieved thereby from any obligations of a Co-owner under this Agreement.

2.10 Termination of Tenancy:

The Co-owner acknowledges that if the Suite is leased, the Co-owner may not be able to terminate the tenancy on the grounds that possession is required for the Co-owner, or members

of his or her immediate family. The Corporation shall have no obligation to assist in any way in any matters between the Co-owner and any Tenant or occupant of such Suite.

2.11 Removal of Liens:

Any lien or claim against the Co-owner's Co-ownership Interest or against the Real Property or Building arising from the Co-owner's Co-ownership Interest, arising under the Construction Lien Act, (Ontario) and registered in the Land Registry Office shall, within fifteen days of notice of such lien being given to the Co-owner, be discharged, by the Co-owner at the sole cost and expense of the Co-owner, failing which, the Corporation may, but need not, make such payment to the claimant, or into court, in order to obtain a discharge of such lien, whereupon the Corporation may collect the amount from the Co-owner in the same manner as unpaid Common Expenses.

2.12 Transfer of Co-ownership Interest:

No transfer of a Co-ownership Interest other than a transfer by way of security only for payment of a monetary obligation or performance of an obligation shall take effect unless and until:

(a) payment in full has been made of any amounts owing to the Corporation by the Transferor, failing which the Co-ownership Interest shall be subject to a lien by the Corporation;

(b) the transferee is or becomes bound by the Co-ownership Arrangements, executes and delivers an acknowledgment of the Co-ownership Agreement, and has agreed to be bound by this Agreement substantially in the form attached as Schedule "B" (the "Transferee Acknowledgment").

(c) notice of such transfer, together with a copy of the instrument affecting such transfer, and the Transferee Acknowledgment, copy of insurance certificate for the Co-Owner's interest and the Power of Attorney has been actually delivered to the Corporation.

Notwithstanding the foregoing, the rights of a mortgagee of a Co-ownership Interest shall in all other respects be subject to the Co-ownership Arrangements as herein defined, and any transfer of a Co-ownership Interest by a mortgagee shall be subject to subparagraphs (a), (b) and (c) of this Article 2.12.

2.13 Parking and Lockers:

A transfer of an Exclusive Use Parking Space or Designated Locker, if any, from a Co-owner to another Co-owner shall be effected only with the consent of the Directors (which shall not be unreasonably withheld) provided that there is an agreement in writing executed by any proposed Transferor and Transferee relating thereto. No Exclusive Use Parking Space and/or Designated Locker, if any, shall be transferred to anyone other than an existing Co-owner or a purchaser of a Co-ownership Interest. Any such transfer shall be recorded in the Parking Register or Locker register as the case may be. A Co-owner may not rent or lease an Exclusive Use Parking Space or Designated Locker to any person other than an existing Co-owner or tenant of a Suite. No lease of or parting of possession of an exclusive use parking space or designated locker shall exceed the term of occupancy of that Tenant in respect of his/her occupation of a Suite and the termination of any lease or possession of a Suite, shall forthwith terminate any lease or occupancy of a parking space and/or designated locker.

2.14 Co-owner's Right to Mortgage Co-ownership Interests:

No Co-Owner shall encumber, mortgage or charge (collectively referred to herein as "Mortgage" or "Mortgaging") its Co-ownership Interest unless such Mortgage is undertaken in compliance with this Agreement. Provided further, in the event the Co-owner Mortgages its Co-ownership Interest, the Co-Owner agrees as follows:

(a) in Mortgaging its Co-ownership Interest, it will encumber all of the Co-owner's right, title and interest in the Real Property, together with its right to the Suite, any Exclusive Use Parking Space and Designated Locker, it being acknowledged that no Mortgage transaction shall separate the same in any agreement or commitment.

(b) it shall be deemed that that the Mortgagees shall have knowledge of those matters set out in Schedule "C" and the Mortgagee's interests shall be subordinate thereto.

2.15 **Rights of Mortgagee:**

Each Mortgagee, as defined in section 2.14 above, shall be entitled to the same rights of the Co-owner in respect of the Co-owner's Co-ownership Interest in the Real Property, the Suite, the Exclusive Use Parking Space and the Designated Locker and without limitation, all voting rights, rights to receive notices and attend at meetings, subject to and in accordance with the provisions of this Agreement, the By-Laws, and the Rules and Regulations.

2.16 **Rights of Mortgagees on Default:**

In the event of any breach or default of any of the covenants and obligations required to be observed or performed by the Co-owner under this Agreement, a mortgagee of the Suite under which the default exists, may make any and all payments and do and perform all acts and things which the Mortgagee deems appropriate to place the interests of the Suite in good standing, and shall be entitled to all rights of the Co-owner, where such mortgage provides and where the Agreement herein is in good standing.

2.17 **Other Assignments or Encumbrances Void**

Any purported assignment, transfer, mortgage, charge or other disposition of an interest not expressly permitted hereunder and/or not fully in compliance with the provisions of this Agreement shall be null and void and of no effect whatsoever.

ARTICLE 3
MANAGEMENT

3.01 **Management:**

The Corporation alone shall be responsible for the management of the Real Property and Building to which this Agreement relates and the administration of the Co-ownership Arrangements, and without limiting the generality of the foregoing shall, subject to this Agreement, have authority with respect to and responsibility for the following matters:

(a) the management of the Real Property and Building, the use of the Common Areas, and the use and management of the total of the assets of the Co-ownership;

(b) the hiring of a property manager and determining the remuneration therefore;

(c) the use of any and every Suite for the purpose only of preventing unreasonable interference with the use and enjoyment of the Common Areas and Suites;

(d) the maintenance, repair, and replacement (of items therein that are the Corporation's responsibility) of the Suites and of the Common Areas;

(e) the assessment and collection of contributions of each Co-owner towards the Common Expenses and any Special Assessment as defined in the By-Laws of the Corporation;

(f) the procedures for enforcement by the Corporation on behalf of the Co-owners of rights against Co-owners in breach of the Co-ownership Arrangements, including, where authorized, enforcement of liens, and rights of re-entry and leasing and/or sale;

(g) the borrowing of monies from time to time to carry out the objects and duties of the Co-ownership; and

(h) may pass such regulations as, from time to time, may be necessary to regulate and conduct generally the affairs of the Co-ownership.

3.02 Limited Power of Attorney

The Co-owner (or each of them, if more than one) hereby irrevocably constitutes and appoints the Corporation as the agent and attorney in accordance with the Powers of Attorney Act (Ontario) of the Co-owner to do the following in good faith on behalf of the Co-owner;

(a) insure the Co-owner's Interest in the Real Property and Building as required by this Agreement;

(b) do all such acts as may be necessary or desirable in connection with any legal proceedings initiated by or which need to be defended by the Corporation on behalf of the Co-owners;

(c) do such other things as the Corporation is authorized by the Co-ownership Arrangements to do on behalf of the Co-owners, including, when a Co-owner is in default, leasing or selling the Co-owner's Co-ownership Interest, and the taking of all other proceedings contemplated herein, including without limitation those designated by Articles 6.00, 8.00 and 10 hereof hereof;

(d) sign and deliver all such agreements, conveyances, documents and assurances, and do all such other acts as may be reasonably necessary or advisable in connection with the foregoing; and

(e) in the event of a Co-owner's default under a mortgage of a Co-ownership Interest, execute all such documents and perform all such acts as the mortgagee considers necessary or desirable for, inter alia, the purpose of evicting the occupant(s) of the defaulting Co-owner's Suite(s), and to exercise all rights and powers, and to perform all acts of ownership in respect of a Suite, to sell and transfer the Co-ownership Interest of a Co-owner who is in default under such a mortgage, and to assign his interest in this Co-ownership Agreement, the whole at the request of and on behalf of the mortgagee; provided that any costs or expenses incurred by the Corporation in this regard shall be borne by the mortgagee, and the Corporation shall be indemnified by the mortgagee against any loss, claim or damage arising out of the exercise of the authority hereby conferred.

The foregoing power of attorney may be exercised during any subsequent legal incapacity of the Co-owner(s).

ARTICLE 4
PAYMENTS

4.01 Liability for Expenses:

The Co-owner is liable for the payment, as and when due, of the Co-owner's respective proportionate share of all Common Expenses as set out in the Proportionate Share Schedule attached hereto and any Special Assessments, if and when made.

4.02 Liability for Services:

The Co-owner shall also be responsible for any service performed or work done for the Co-owner and any occupant of the Co-owner's Suite with respect to a Suite which is of a nature not required to be done for all Co-owners and/or Suites.

4.03 Capital Fund:

"Capital Fund" means a fund established by the Corporation in a special account for major repairs and replacement of the Real Property and Building; including, where applicable, and without limiting the generality of the foregoing, roofs, exterior of the building, roads, sidewalks, sewers, heating, electrical and plumbing systems, elevators, laundry, recreational and parking facilities. The Corporation shall establish and maintain one or more capital funds and shall collect from the Co-owners, as part of their contribution towards Common Expenses, amounts that, calculated on the basis of expected repair and replacement costs and life expectancy of things comprising the Common Areas and the assets of the Corporation, are reasonably expected to provide sufficient funds for major repair and replacement of Common Areas and the assets of the Corporation, but in no event shall the aggregate contributions to the Capital Fund or funds be

less than ten percent (10%) of the amount required for contributions annually to the Common Expenses (exclusive of realty taxes and the Capital Fund). No part of a Capital Fund shall be used except for the purposes for which the fund was established.

4.04 No Adjustment for Capital Fund:

The Capital Fund referred to in Article 4.03 shall be deemed part of the Common Areas, and in the event of a transfer of interest in the Real Property, Building or Co-ownership Interest, the person whose interest was transferred shall not be entitled to any refund or adjustment or credit of any Capital Fund, save and except the Originating Co-Owner.

ARTICLE 5
MAINTENANCE. SERVICES, REPAIRS & DAMAGE

5.01 Suites:

The Co-owner shall maintain the Suite and except as herein otherwise provided, shall promptly repair the Suite after damage. The Co-owner shall be responsible for any decorating of the Suite and for repairing and replacing any fixtures therein. Without the prior written consent of the Directors, the Co-owner shall not make any structural changes in or to the Suite or decorate, alter, or repair any part of the Common Areas or attach anything thereto.

Notwithstanding the general obligation of Co-owners to repair the Suite, the Directors may from time to time determine that the Corporation shall assume the responsibility to pay the cost of some or all repairs to the Suite, or compensate for damages to chattels and/or fixtures of a Co-owner, by reason of the cause of the damage or the nature and extent of it.

5.02 Common Areas:

The Corporation shall operate the Real Property and the Building in a proper manner reflective of its age, condition and location, clean and repair all public spaces, the exterior of the Real Property and the Building, all at the expense of the Co-owners in common (except for repairs necessitated by neglect or carelessness of a Co-owner or any of the family, visitors, guests, tenants, employees, agents, contractors, licenses, directors, officers or shareholders of any Co-owner; or of any of them, in the case of interest in the Real Property that is jointly owned, in which event the expense shall be borne by the Co-owner). Except as herein otherwise provided, the Corporation shall, in an appropriate manner, maintain all portions of the Common Areas.

5.03 Substantial Damage:

Where the Directors determine that there has been substantial damage to, or destruction of, the Building, notice of such determination shall be given within ten (10) days thereof to all Co-owners. The Corporation shall repair or replace such damage or destruction within a reasonable time unless, before the thirtieth (30th) day after the sending of such notice, the Co-ownership is authorized to be wound up by resolution of the Members passed by not less than seventy-five percent (75%) of the votes cast at a meeting of the Members duly called for that purpose.

ARTICLE 6
SALE/CONVERSION

6.01 Sale/Conversion of Property:

The Corporation may sell the Real Property and Building on behalf of all the Co-owners, with the prior approval of a resolution passed by not less than ninety percent (90%) of the votes cast thereon at a special meeting of Members duly called for that purpose; or may convert it to a Condominium if applicable laws so allow, with the prior approval of a resolution passed by not less than eighty (80%) percent of the votes cast thereon at a Special Meeting of Members duly called for that purpose. In the event of a conversion to a Condominium, the Co-ownership Interests set out in Schedule "A" shall not be changed.

6.02 Partition Restrictions:

Except with the prior consent of Members holding not less than ninety percent (90%) of the votes eligible to be cast, expressed by a resolution passed at a general meeting of Members duly called for that purpose, a Co-owner shall not have the right to petition, nor make any application

to any Court or authority having jurisdiction, nor commence nor prosecute any action for partition and sale of the Property under the provisions of the Partition Act, (Ontario), as may be amended from time to time, or any statute enacted to replace it.

6.03 Remedies:

Upon any breach of Article 6.02 by the Co-owner, the Corporation on behalf of the other Co-owners may, in addition to all other rights and remedies in law, and in equity, be entitled to obtain an order restraining the commission of any such breach, and an order rescinding and removing the effects of any such breach, and the Co-owner shall not be entitled to plead in defence that there would be an adequate remedy at law, it being recognized and agreed that the injury and damage resulting from any such breach could not be entirely compensated by an award of damages.

ARTICLE 7
RELEASE. INDEMNITY, INSURANCE, SUBROGATION & DAMAGE

7.01 Release:

The Co-owner hereby releases and forever discharges each of the other Co-owners, and the Corporation, and its directors and officers, servants, employees and agents, from time to time, from all actions, proceedings, claims and demands that the Co-owner may at any time after becoming a Co-owner have against them in respect of anything done by the Corporation and its directors, officers, servants and agents, in good faith on behalf of the Co-owner under the Co-ownership Arrangements.

7.02 Indemnification:

Subject to the provisions of Article 7.05, the Co-owner hereby unconditionally agrees to indemnify and hold harmless the Corporation and the other Co-owners against all losses, costs and liabilities suffered or incurred by them in respect of:

(a) any default by the Co-owner;

(b) any act or omission of the Co-owner (or any of them, in the case of an interest held jointly by more than one Co-owner), or of any of the family, visitors, guests, tenants, employees, agents, directors, officers or shareholders of the Co-owner, with regard to the Real Property and Building or any part of it; or

(c) any claim of the foregoing except to the extent that such losses, costs and liabilities are paid for from insurance maintained by or on behalf of the Co-owners in common.

The provisions of this section shall survive the termination of this Agreement.

7.03 Insurance in Common:

The Corporation shall, on behalf of the Co-owners, obtain and maintain, to the extent obtainable from the insurance industry, full insurance coverage for all perils normally insured against for comparable properties, including public liability and property damage, insurance in an amount per occurrence determined by the Directors to be usual and appropriate for comparable properties, and replacement cost endorsement, and under policies wherein the insured is named as the Corporation in trust for the Co-owners from time to time of the insured premises, as their interest may appear (or words to like effect) and under which loss is payable to the Corporation in trust for the Co-owners (subject to permitted mortgage endorsements); provided that the Corporation may establish an insurance trust if it deems it appropriate or desirable to do so and in that event, shall enter into the standard Insurance Trust Agreement used by that particular Insurance Trustee.

7.04 Individual Insurance:

The Corporation requires the Co-owner to obtain and maintain comprehensive general liability insurance and contents insurance in an amount per occurrence determined by the Directors to be usual and appropriate for comparable properties covering all liability to others (not covered by the insurance maintained under Article 7.03) arising out of or connected with the use or

occupation of the Suite, or any other part of the Real Property and Building or any occurrence therein, and otherwise upon such reasonable terms and conditions as the Directors may determine and shall provide evidence of same to the Corporation.

7.05 Waivers of Subrogation:

The Co-owner agrees that no Co-owner (and no occupant of or invitee to his or her Suite) shall be liable to the Co-owner for:

(a) any damage to the Real Property or contents of the Building, including any damage to the Suite or any fixtures or property therein or any property of the Co-owner stored elsewhere on the Real Property or Building;

(b) loss of use and occupancy of the Co-owner's Suite in the event of damage, (vehicle impact, arson, theft and fraud excepted);

to the extent that such is covered by insurance proceeds received by the Corporation therefor.

ARTICLE 8
DEFAULT

8.01 Defaults:

The Co-owner shall be in default whenever declared by the Directors acting reasonably, to be so based upon the following criteria:

(a) any amount has become due and payable to the Corporation that is the responsibility of the Co-owner to pay and is not paid to the Corporation in full on or before the Tenth (10th) day after its due date;

(b) the Co-owner or any previous owner of the Co-owner's Co-ownership Interest (or any of them, in the case of an interest owned by two or more persons) commits or permits any act or omission in respect of that interest that would be a repudiation of, or otherwise inconsistent with the rights of the other Co-owners under the Co-ownership Arrangements;

(c) the Co-owner (or any of them, in the case of an interest held by two or more persons) fails to rectify any failure to make any required payment or any other breach by such person of any provision of the Co-ownership Arrangements on or before the Tenth (10th) day after the Corporation notifies the Co-owner of such breach in writing; and

(d) the Corporation has given written notice to any Mortgagee of the Co-owner, if the default has continued for more than ninety (90) days and neither the Co-owner nor the Mortgagee has cured the default within Ten (10) days of being given notice.

In the event the Directors have declared that a Co-Owner has committed a material default of its obligations in respect of the Co-Ownership Arrangements and the Corporation wishes to proceed with exercising its rights under this Agreement, the Corporation agrees (save and except in the case of an emergency) prior to commencing formal proceedings that the Corporation shall provide written notice to the Co-Owner and the Mortgagee indicating the nature of the default and the manner in which it is required to be corrected and the Mortgagee and Co-owner shall have a period of ten (10) business days from receipt of such notice to cure the said default, failing which the Corporation shall be entitled to exercise all its rights and remedies provided in this Agreement in respect of the Co-owner's default.

8.02 Interest:

In the event any amount is due by a Co-owner to the Corporation under this Agreement the Corporation agrees to provide written notice to the Co-Owner, and its mortgagee, if required, of the amount outstanding and the Co-Owner covenants and agrees to pay the amount due with in seven (7) days of receipt of the said notice. In the event the Co-owner fails to remit such payment as aforesaid the Co-Owner shall pay the Corporation interest on the overdue amount at such rate of interest based upon the Bank of Canada Rate (for a one year conventional mortgage

term) plus seven percent (7%) per annum, calculated from the date such notice of default was provided and shall continue to be calculated at that rate thereafter until payment of all sums are paid in full. Interest shall be calculated as aforesaid and shall be compounded monthly, and added to the overdue amount on the 21st day of each month (or any other day determined by the Directors), until the overdue amount is paid in full, even after judgment. The Corporation shall apply any payment first to accrued interest.

8.03 **Allocation of Payment:**

In the event that a payment is received from or on behalf of a Co-owner having more than one Suite, such payment may be allocated by the Corporation on account of the Co-owner's liability with respect to any of the Co-owner's Suites or one or more of them in such amounts as the Corporation may in its absolute discretion determine, notwithstanding any designation by the Co-owner (or payer) to the contrary. In this section, save and except in instances where defaults result in or in fact, there are costs or expenses in respect of common costs and/or in respect of real property taxes, in the event of a payment by a mortgagee, the mortgagee may be permitted to allocate such payments between Suites as it so desires.

8.04 **Costs:**

If in default, the Co-owner shall pay to the Corporation on or before the third (3rd) business day after written request, all losses, liabilities and reasonable in-house or other costs incurred by the Corporation, or any other Co-owner and directly or indirectly related to any default in respect of the Co-owner's Interest or to any attempt by the Corporation to perfect, exercise or enforce (after default, in the case of default remedies and inspection rights) any of its rights expressed herein or otherwise available in respect of such Co-ownership Interest. Such costs include, without limitation:

(a) all commissions;

(b) all costs incurred in any negotiations or disputes regarding the Corporation, that the Corporation may have with any other claimant, including anyone who represents one or more creditors of the Co-owner as assignee for the benefit of creditors, trustee in bankruptcy or receiver;

(c) all lawyers' accounts (determined as between a solicitor and his own client); and

(d) all registration fees.

8.05 **Remedies:**

Whenever the Co-owner is in default:

(a) the Co-owner shall not be entitled to vote at meetings of members of the Corporation;

(b) the Co-owner shall not be entitled to be appointed, nominated or elected to be a Director;

(c) the Co-owner shall give the Corporation vacant possession of the Suite, thirty (30) days after written request subject to any rights of any existing tenants of the Co-owner occupying the Suite, and

(d) the Corporation may do any of the following, or any relevant combination thereof simultaneously, or in any order:

(i) the Corporation may try to rectify the matter, at the risk and expense of the Co-owner but that will not itself excuse the default, and the Corporation need not continue such course and for such purpose the Corporation may enter the Suite on 24 hours' notice, and in the case of repairs, the Co-owner shall be deemed to have consented to having such repairs done to the Suite;

(ii) the Corporation may attach all rents and all rents derived from the Suite and/or being paid by tenant(s) of the Suite upon five (5) days notice to the Co-owner and the tenant(s);

(iii) when entitled to do so, the Corporation may enter and take possession of the Suite and may rent or lease it to a third party, applying any rentals therefrom (net of all expenses incurred) in payment of the Co-owner's obligations;

(iv) where a tenant of a Co-owner is in breach of any of the Co-ownership Arrangements, the Corporation, without limiting any other rights it may have against the Co-owner/landlord, may, at the Co-owner's expense, take such legal proceedings against the tenant in the name of the Co-owner as may be available in law;

(v) the Corporation may take possession and dispose of the Co-ownership Interest under this Article 8.05; and

(vi) the Corporation may exercise any other remedies available at law.

(e) Notwithstanding the exercise by the Board of Directors of the remedies prescribed by Article 8.05 hereof the Corporation (but not an individual Co-owner or group of Co-owners) shall have the right to pursue all or any other remedies it may otherwise have at law or in equity against any one or more Co-owners. The rights available to the Corporation under this Agreement and at law shall be deemed to be severable and not dependent upon each other and each such right shall be construed so as to be complete in itself and not by reference to any other such right. Any one or more of such rights may be exercised by the Corporation from time to time and no such exercise shall exhaust the rights or preclude the exercising of any one or more of such rights or a combination thereof from time to time thereafter or simultaneously. Provided that in the event of a conflict between the rights conferred on the Co-owners individually by the other provisions of this Agreement and this Article 8.05 and any other rights available to a Co-owner, the rights of the Corporation hereunder shall be deemed to be in priority to such other rights and may be exercised by the Board from time to time as it sees fit.

8.06 No Liability:

The Corporation and the other Co-owners shall have no liability in tort or otherwise to the Co-owner for exercising remedies after default, and the Corporation may do so without notice, process or prejudice and at any time except for notices and delays required by this Agreement or at law.

8.07 Charge:

Where the Co-owner defaults in the Co-owner's obligation to contribute to the Corporation towards the Common Expenses, Special Assessments, if any, or any other financial obligation, the Corporation on behalf of the Co-ownership shall have an automatic charge for the unpaid amount against the Co-owner's Co-ownership Interest together with all reasonable costs, charges, interest and expenses incurred by the Corporation in connection with the collection or attempted collection of the unpaid amount and to that end, the Co-owner hereby charges, mortgages and assigns to the Corporation his Co-ownership Interest to have and to hold forever as security for his obligations herein, provided that until default and except as provided herein, the Co-owner shall have quiet possession of his Co-ownership Interest. The Corporation must give notice of the charge to all registered mortgagees within three (3) months after the Corporation first gives actual written notice of such default to the Co-owner and all registered mortgagees in respect of interest to which the default exists, and prior to the registration of the Charge hereinbefore referred to.

8.08 Charge Registration:

The charge mentioned in Article 8.07 may be registered by the Corporation against the defaulting Co-owner's Co-ownership Interest pursuant to the Power of Attorney contained in Article 3.02, and where the charge is registered, no further notice or registration is required in respect of default in payment(s) occurring or continuing after registration. Provided that the charge so provided in this Agreement, shall form a lien on the defaulting Co-ownership interest and shall have the same attributes and priorities whether or not it is registered.

8.09 **Charge Enforcement:**

The charge may be enforced in the same manner as a mortgage containing Dye & Durham Standard Charge Terms No 200033.

8.10 **Charge Has Priority:**

A charge referred to in Article 8.07 hereof has priority over every registered and unregistered encumbrance notwithstanding that such encumbrance existed prior to the charge arising. The priority over registered mortgages will not be enforceable if notice is not given to the Mortgagees of and to the Co-Owner in default.

8.11 **Estoppel Certificate:**

Any person acquiring or proposing to acquire an interest in or take security against the Real Property, Building, Co-ownership or the Corporation from a Co-owner may request the Corporation to give a certificate in respect of the Co-owner's liabilities for Common Expenses, Special Assessments or other liabilities under the Co-ownership Arrangements, and of default in payment thereof, if any, and the certificate binds the Corporation and the other Co-owners as against the person requesting the certificate in respect of any default or otherwise shown in the certificate, as of its date. The Corporation shall give the certificate, statements and information within Ten (10) days after receipt of the written request therefore, accompanied by payment of a reasonable fee established by the Corporation, and where the Corporation fails to give the certificate, statements and information within the time prescribed, the Corporation shall be deemed, as against the person requesting the certificate, to have given a certificate stating no default. The Corporation shall charge a fee for providing the certificate, statements and information requested.

8.12 **Condoning Default:**

Any condoning, excusing or overlooking by the Corporation, the Co-Ownership or by the Co-Owner of any default, breach or non-performance by the other at any time with respect to any covenants or obligations herein contained to be performed by the other, shall not operate as a waiver of the rights of the party condoning same in respect of any subsequent default, breach or non-observance so as to defeat or in any way affect the rights of the party condoning same in respect of any such subsequent default, breach or non-performance, and all rights and remedies herein contained, or any rights or remedies available to either the Corporation, the Co-Ownership or the Co-Owner by law, shall be and be deemed to be cumulative and not alternative.

ARTICLE 9
COVENANTS OF CO-OWNERS

9.01 **Change in Co-ownership Arrangements:**

The Co-owner covenants and agrees that so long as any lender(s) has a loan outstanding to any Co-owner secured by a mortgage of a Co-owner's Co-ownership Interest:

(a) The Co-owner nor will the Corporation agree to any change in the Co-ownership Arrangements without the prior written consent of a majority of the lenders including the lender with the largest aggregate amount, (calculated with reference to the aggregate principal amounts outstanding on account of the mortgages held by the respective lenders) who are shown in the register kept by the Corporation pursuant to the Corporation's by-laws, provided that:

(i) for the purpose of this Article, the aggregate principal amount outstanding on account of such mortgages shall, in the absence of evidence to the contrary satisfactory to the Corporation acting reasonably, be calculated in accordance with the following rules:

(A) the lenders to be taken into account are those registered on title to the Co-Ownership lands;

(B) the aggregate principal amount outstanding of mortgages which qualify to be taken into account in accordance with the foregoing

rules shall be deemed to be the original principal amount secured according to the face value thereof;

(ii) where any lender has received written notice of a proposed change to the Co-ownership Arrangements and has failed within twenty-one (21) days from the mailing and faxing of such notice to advise the Corporation in writing of an objection to the proposed change, that lender will be deemed to have given its prior written consent to such change;

(b) The Co-owner will comply with the provisions of the Co-ownership Arrangements, and will execute all such documents, and perform all such acts as would enable the Corporation to distribute the proceeds of insurance in accordance with the obligations of the insurance Trustee under any Insurance Trust Agreement established pursuant to the by-laws of the Corporation; and

(c) The Co-owner will, in the event of another Co-owner's default under a mortgage of a Co-ownership Interest, execute all such documents and perform all such acts as the mortgagee considers necessary or desirable for, inter alia, the purpose of evicting the occupant(s) of the defaulting Co-owner's Suite, provided that any costs or expenses incurred by the non-defaulting Co-owner in this regard shall be borne by the mortgagee, and the non-defaulting Co-owner shall be indemnified against any loss, claim or damage arising out of the non-defaulting Co-owner's performance of his obligations under this Article 9.01 (c).

ARTICLE 10
PRE-EXISTING AGREEMENTS

10.01 Pre-Existing Agreements

The Co-Owners acknowledge that the Original Co-Owner of the lands may have existing contracts for services to the lands, including but not limited to elevator maintenance, gardening, garbage pickup, winter maintenance, and HVAC service. In the event that said contracts can be terminated, the Co-Ownership shall advise the Original Co-Owner if the Co-Ownership intends to assume these contracts. On assumption, the Co-Ownership will assume sole responsibility for the contracts and indemnify the Original Co-Owner for the obligations under the said contracts or it shall terminate those contracts. In event that notice must be given, prior to termination, the Co-Ownership shall assume the contract, provide an indemnity to the current owner, and provide the appropriate notice to the service provider. Those contracts that cannot be terminated shall be assumed by the Co-Ownership on the conditions therein contained. Copies of all contracts to be assumed or terminated by the Co-Ownership shall be provided to the Co-Ownership, prior to registration of this agreement and no agreements thereafter, shall be assumable hereunder, unless the Co-Ownership agrees thereto.

ARTICLE 11
EXPROPRIATION

11.01 Expropriation: If at any time any public body or paramount authority shall take or expropriate the whole or a portion of the Property, the Building, and/or the Common Elements, then the following provisions shall apply:

(a) If such expropriation or compulsory taking does not materially affect the Co-Owner's use or enjoyment of his/her Suite, then the compensation awarded for the lands or portion of the Property and/or the Building so expropriated, whether fixed by agreement or otherwise, shall be paid to or received by the Corporation and the Co-Owner as their respective interests may appear, and this agreement shall thereafter continue in effect with respect to the Suite or such portion thereof as then remains, without any abatement of any Chargee hereunder.

(b) If such expropriation or compulsory taking shall be of all or that part of the Property and/or Building such that the affected Suite is no longer capable of being occupied for the originally intended purposes hereunder, then the compensation for such expropriation or compulsory taking shall be paid to or received by the Corporation and the Co-Owner as their respective interests may appear (with the Co-Owner being entitled, in any event, to all compensation relating to the affected Suite so

expropriated or compulsorily taken), provided that the unpaid amount, if any, of any mortgages outstanding shall be paid by him. The Co-Owner hereby irrevocably assigns to the Corporation, out of the first moneys paid to him, such amount of the compensation received hereunder sufficient to discharge such liability in respect of any such mortgages.

(c) If such expropriation or compulsory taking shall be of a portion of the Common Elements as a result of which compensation is received by the Co-Owner and other Co-owners in respect thereof, and the expropriation or compulsory taking does not materially affect the Co-Owner's use or enjoyment of his/her Suite, Designated Parking Space, exclusive use area and Designated Locker, if any, and the expropriating authority does not reconstitute the remainder of the Common Elements to a safe, presentable and usable condition, then the compensation proceeds receivable by the Co-Owner and such other Co-Owners entitled to same shall be applied, proportionate to the usable area of the Allotted Unit and the Other Units so affected to reconstitute the Common Elements to a safe, presentable and usable condition. Any such repairs or reconstruction shall be completed by the Corporation as agent for the Co-Owner and the Co-Owner hereby assigns to the Corporation out of the moneys first received by him, such amount of the proceeds of compensation received hereunder sufficient to discharge his liabilities hereunder. If any Co-owner has any mortgage outstanding the Co-Owner hereby irrevocably assigns to the Corporation, out of the first moneys paid to him, such amount of the compensation received hereunder sufficient to discharge such liability in respect of any such mortgages. The remainder of such proceeds shall be divided amongst the Co-Owner and any other Co-owner of the affected Suite.

ARTICLE 12
MISCELLANEOUS

12.01 Extent of Agreement:

The Co-owner acknowledges and agrees that:

(a) any prior co-ownership agreement is hereby superseded, cancelled and superseded;

(b) this Agreement governs and defines the respective rights, interests, powers and obligations of the Co-owner as a tenant in common with the other Co owners; and

(c) the Co-owner has received a copy of the Articles of Incorporation and current By-Laws and Rules and Regulations of the Corporation and agrees to be bound by and to comply with them as amended from time to time.

12.02 Voting:

At the meeting of the Corporation, the number of votes entitled to be cast by each Co-owner of record not in default (or by a mortgagee as permitted in the by-laws) shall be one (1) vote for the Co-Owner's Co-ownership Interest associated with each Suite, notwithstanding that a particular Co-Owner's undivided percentage interest and the percentage of shares of the Corporation held in trust for such Co-Owner may be different from another Co-Owner and lesser or greater than (1) one. Any Mortgagee may acquire by contract or mortgage or security agreement from any Co-owner the right to vote in lieu of that Co-owner and the Corporation shall recognize any such Mortgagee's right to vote upon receiving written notice of the Mortgagee's intention to do so.

12.03 Disclaimer of Partnership:

Nothing herein contained shall be construed as creating a partnership or joint venture, or as constituting any of the Co-owners, the agent of any of the Co-owners. Except as otherwise expressly and specifically provided herein, the Co-owner shall not have any power or authority to act for or assume any obligations or liability on behalf of any of the other Co-owners.

12.04 Amendments:

Subject to Section 9.01 hereof, any provision of this Agreement regarding extension of liability, conditions for transfer, collection of moneys from the Co-owners, the use and enjoyment of the

Real Property, Building, Suites and Common Areas or the level of approval of Members of the Corporation required for anything may be amended with the approval of a resolution passed by not less than 80% (except sale which requires 90%) of the votes cast therein at a meeting of its Members duly called for that purpose. Subject to the foregoing, the Directors may from time to time on thirty (30) days written notice to all Co-owners, amend all counterparts of this Agreement in an identical manner, provided that if, within the 30 day notice period, a Co-owner or Co-owners holding Co-ownership Interest aggregating ten percent (10%) or more of the total Co-ownership Interests objects in writing to such amendment, then no such amendment to this Agreement shall be made by the Directors.

12.05 Litigation:

The Corporation shall have sole carriage of the conduct and defence of all actions or proceedings brought by or against all Co-owners collectively with respect to the Real Property and Building.

12.06 Joint and Several Liability:

Where, in relation to one Suite, two or more Co-owners hold jointly or in common their undivided interests in the Property:

(a) their liability is both joint and several;

(b) each of them remains directly liable and none of them may become liable only as a surety;

(c) any notice or request properly given to or by any of them shall be deemed to have been given to or by both or all of them, as the case may be; and,

(d) in the case of a mortgagee or lender or security holder of a Co-owner's interest, such notice shall be sent by registered prepaid mail addressed to such mortgagee/lender/security holder, as recorded with the Corporation.

12.07 Notice:

Every notice given under this Agreement shall be in writing and may be:

(a) delivered personally to the recipient, if an individual, or to any officer of the recipient;

(b) addressed to the recipient and delivered to any person or letter receptacle at the Suite; and

(c) mailed by prepaid Canadian mail (registered mail, where so required by law) in a sealed envelope addressed to the recipient at his allotted Suite (apartment suite) at, 53-71 Godstone Road, Toronto, Ontario, or to such address for a Co-owner specified in a written notice given by the Co-owner to the Corporation in the manner aforesaid.

If so delivered, the notice shall be deemed to have been received on the date of delivery. If so mailed, when the necessary postal facilities are free from disruption, the notice shall be deemed to have been received on the fifth day following the date of mailing.

Notice to a Mortgagee shall be provided to the Mortgagee to the address indicated in its registered Charge/Mortgage of Land or to such other address as advised by the Mortgagee by written notice given by the Mortgagee to the Corporation.

12.08 Severability:

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

12.09 Miscellaneous:

Time is of the essence. The headings in this Agreement are for convenience of reference only. This Agreement shall be read with all changes in number and gender required by the context, and all changes or deletions reasonably required by the Corporation to make it consistent with any applicable law. This Agreement (including the Articles and By-Laws and Rules and Regulations of the Corporation) contains the entire understanding of the parties concerning the subject matter thereof. That understanding supersedes all other representations, understandings and agreements between the parties (written or oral) respecting the subject matter hereof. The Co-owner shall promptly furnish such affidavits, information, authorizations and consents (including, without limitation, spousal consents), execute and deliver such other documents and do all such acts and things as the Corporation may reasonably require to give effect to the Co-ownership Arrangements and any provision hereof. Except as expressly provided elsewhere in the Co-ownership Arrangements, neither this Agreement nor any right or obligation arising out of it, shall be transferred or assigned by the Co-owner in whole or in part at Law, in equity or by operation of law. This Agreement shall benefit and bind in accordance with its terms, the Corporation, its successors and assigns, and all persons who are or become Co-owners, and their respective heirs, executors, administrators, successors and assigns.

This Agreement may be executed in counterparts, each of which counterpart when so executed shall be deemed to be an original, and such counterparts together shall constitute a single instrument.

SIGNED, SEALED and DELIVERED as at the 25 day of June, 2007.

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GODSTONE RESIDENCES INC.

Per: _____

Name: Edward Poupolin

Title: President

I have the authority to bind the corporation

Party of the Second Part

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GODSTONE CO-OWNERSHIP INC.

Per: _____

Name: Edward Poupolin

Title: President

I have the authority to bind the corporation

SCHEDULE "A"

53-71 Godstone Road calculations

** All owners are Godstone Co-Ownership Inc. with percentages as shown below.

	A	B	C	D	E
1	FILE	9037			
2	GODSTONE			EVEN	
3	Address	UNIT	Area (Sq.M.)	PERCENTAGE	Area (Sq. feet)
4	53	110	112.4000	0.99908%	1210
5	53	111	111.2000	0.98842%	1197
6	53	112	110.8000	0.98486%	1193
7	53	114	113.2000	1.00620%	1218
8	53	115	108.5000	0.96442%	1168
9	53	116	113.7000	1.01064%	1224
10	53	117	111.9000	0.99464%	1204
11	53	118	111.9000	0.99464%	1204
12	53	119	109.1000	0.96975%	1174
13	53	120	111.5000	0.99108%	1200
14	55	110	114.0000	1.01331%	1227
15	55	111	111.4000	0.99020%	1199
16	55	112	108.2000	0.96175%	1165
17	55	114	93.3000	0.82931%	1004
18	55	115	93.7000	0.83287%	1008
19	55	116	95.1000	0.84531%	1024
20	55	117	94.7000	0.84176%	1019
21	55	118	97.6000	0.86753%	1050
22	57	110	113.7000	1.01064%	1224
23	57	111	109.7000	0.97509%	1181
24	57	112	110.7000	0.98397%	1192
25	57	114	111.9000	0.99464%	1204
26	57	115	111.1000	0.98753%	1196
27	57	116	114.1000	1.01420%	1228
28	57	117	93.4000	0.83020%	1005
29	57	118	93.4000	0.83020%	1005
30	57	119	93.4000	0.83020%	1005
31	57	120	97.5000	0.86664%	1049
32	59	110	113.0000	1.00442%	1216
33	59	111	112.0000	0.99553%	1205
34	59	112	108.2000	0.96175%	1164
35	59	114	110.6000	0.98308%	1190
36	59	115	110.8000	0.98486%	1193
37	59	116	113.6000	1.00975%	1223
38	59	117	94.8000	0.84264%	1021
39	59	118	91.8000	0.81598%	988
40	59	119	96.3000	0.85598%	1037
41	61	110	96.9000	0.86131%	1043
42	61	111	93.4000	0.83020%	1005
43	61	112	93.4000	0.83020%	1005
44	61	114	93.6000	0.83198%	1008
45	61	115	96.5000	0.85775%	1039
46	63	110	109.5000	0.97331%	1179
47	63	111	109.7000	0.97509%	1181
48	63	112	109.3000	0.97153%	1177
49	63	114	113.2000	1.00620%	1219
50	63	115	96.6000	0.85864%	1040
51	63	116	93.5000	0.83109%	1007

	A	B	C	D	E
52	63	117	94.1000	0.83642%	1013
53	63	118	96.6000	0.85864%	1040
54	65	110	113.8000	1.01153%	1225
55	65	111	111.4000	0.99020%	1199
56	65	112	110.2000	0.97953%	1186
57	65	114	114.0000	1.01331%	1227
58	65	115	114.6000	1.01864%	1234
59	65	116	113.0000	1.00442%	1216

60	65	117	110.6000	0.98308%	1191
61	65	118	110.2000	0.97953%	1186
62	65	119	114.2000	1.01508%	1229
63	67	110	111.3000	0.98931%	11
64	67	111	108.0000	0.95997%	11
65	67	112	109.7000	0.97509%	118
66	67	114	111.9000	0.99464%	120
67	67	115	131.5000	1.16886%	141
68	67	116	132.2000	1.17508%	1423
69	67	117	132.0000	1.17330%	1421
70	67	118	132.2000	1.17508%	1423
71	67	119	114.2000	1.01508%	1229
72	67	120	110.1000	0.97864%	1185
73	67	121	111.2000	0.98842%	1197
74	67	122	114.0000	1.01331%	122
75	69	110	113.5000	1.00886%	1222
76	69	111	113.0000	1.00442%	121
77	69	112	109.7000	0.97509%	1181
78	69	114	112.5000	0.99997%	1211
79	69	115	110.8000	0.98486%	1193
80	69	116	108.2000	0.96175%	116
81	69	117	109.7000	0.97509%	1181
82	69	118	129.0000	1.14664%	1389
83	69	119	134.4000	1.19463%	1447
84	69	120	110.8000	0.98486%	1193
85	69	121	110.6000	0.98308%	1191
86	69	122	110.6000	0.98308%	1191
87	69	123	114.2000	1.01508%	1229
88	69	124	96.8000	0.86042%	1042
89	69	125	93.7000	0.83287%	1009
90	69	126	92.2000	0.81953%	993
91	69	127	97.2000	0.86398%	1046
92	71	110	114.9000	1.02131%	1237
93	71	111	109.3000	0.97153%	1177
94	71	112	114.9000	1.02131%	1237
95	71	114	112.7000	1.00175%	1213
96	71	115	114.1000	1.01420%	1228
97	71	116	109.9000	0.97686%	1183
98	71	117	120.7000	1.07286%	129
99	71	118	126.7000	1.12619%	1364
100	71	119	107.3000	0.95375%	1155
101	71	120	129.2000	1.14841%	1391
102	71	121	134.2000	1.19286%	1445

	A	B	C	D	E
103	71	122	110.3000	0.98042%	1187
104	71	123	109.2000	0.97064%	1176
105	71	124	109.4000	0.97242%	1178
106	71	125	111.8000	0.99375%	1204
107			11250.3000	100.00000%	121103

SCHEDULE "B"

TRANSFEREE'S ACKNOWLEDGMENT

The Transferee acknowledges receiving and reviewing a copy of the Co-ownership Agreement, Articles of Incorporation, By-laws, and Rules and Regulations and agrees to be bound thereby as though the Transferee had been an original party to all of the aforesaid documents.

Dated at Toronto, this day of , 2007

SCHEDULE "C"

MORTGAGEE'S ACKNOWLEDGEMENT

RIGHTS AND OBLIGATIONS OF THE MORTGAGEE

TO:	All existing co-owners and mortgagees of co-ownership interests (collectively the "Co-Ownership Interest Group") 53-71 Godstone Road, Ontario (the "Property")
AND TO:	GODSTONE OWNERSHIP INC. (the "Corporation")

1. Any mortgage loan security to be registered against the Property by the undersigned shall be subject to the provisions of the Co-Ownership Agreement and to the Co-Ownership Arrangements as defined therein.

2. All Mortgagees, will, during such period of time as it is the owner of the Property by foreclosure, assume, observe, perform and be bound by all the obligations as set out in the Co-Ownership Agreement and to the Co-Ownership Arrangements as defined therein, and will during such time as it is a mortgagee in possession be bound by all the obligations therein, provided that personal financial obligations shall be limited to payment of common maintenance expenses (it being acknowledged that any other financial obligations may nevertheless be charged to the co-ownership interest).

3. If any Mortgagee exercises its power of sale and sells the Co-Owner's interest in the Property, it will cause the purchaser/transferee to covenant with the Co-Ownership Interest Group and Corporation to observe, perform and be bound by the obligations in the Co-Ownership Agreement as of the date of such covenant which will be substantially in the form attached as Schedule "B" to the Co-Ownership Agreement.

4. All Mortgagees and its successors and assigns shall be bound to the terms herein and same and shall enure to the benefit of the Co-Ownership Interest Group, the Corporation and their respective administrators, executors, successors and assigns, as the case may be.

The undersigned being the proposed mortgagee of the Co-Owner's co-ownership interest in the Property hereby acknowledges and agrees that:

4. Any mortgage loan security to be registered against the Property by the undersigned shall be subject to the provisions of the Co-Ownership Agreement and to the Co-Ownership Arrangements as defined therein.

5. The undersigned will, during such period of time as it is the owner of the Property by foreclosure, assume, observe, perform and be bound by all the obligations as set out in the Co-Ownership Agreement and to the Co-Ownership Arrangements as defined therein, and will during such time as it is a mortgagee in possession be bound by all the obligations therein, provided that personal financial obligations shall be limited to payment of common maintenance expenses (it being acknowledged that any other financial obligations may nevertheless be charged to the co-ownership interest).

6. If the undersigned exercises its power of sale and sells the Co-Owner's interest in the Property, it will cause the purchaser/transferee to covenant with the Co-Ownership Interest Group and Corporation to observe, perform and be bound by the obligations in the Co-Ownership Agreement as of the date of such covenant which will be substantially in the form attached as Schedule "B" to the Co-Ownership Agreement.

7. This Acknowledgment shall be binding upon the undersigned and its successors and assigns and shall enure to the benefit of the Co-Ownership Interest Group, the Corporation and their respective administrators, executors, successors and assigns, as the case may be.

8. This Acknowledgment is being provided in accordance with Section 2.14 of the Co-Ownership Agreement.

IN WITNESS WHEREOF the undersigned has executed under seal this Acknowledgment and Covenant as of the day of , 200 .

_____

[INSERT NAME OF MORTGAGEE]

Tab WW

Court File No. 12-9934-00CL
Estate No. 31-457976

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

GODSTONE CO-OWNERSHIP INC.

Applicants

-and-

MAPLE RIDGE REAL ESTATE INVESMENTS CORP., DUCA FINANCIAL SERVICES CREDIT UNION LTD., LYDIA LUCKEVICH, RGL PROPERTY SERVICES INC., 1320950 ALBERTA LTD., 1336364 ALBERTA LTD., 1336365 ALBERTA LTD., 1336366 ALBERTA LTD., 1336367 ALBERTA LTD., PETER ZHANG, CUI HUA SUN, FANCISO CENDAVA, ELIZABETH CENDANA, DAVE LALL, CARMAN MANGAL, JOE DANIEL, JIM MILNE, CHERYL FORRIN, NOEL MORRISON, RICHARDO ARCHER, HYACINTH NINES, WNDY WANG, JIAN HUANG, SAUNDREA COBURN, DANIEL JOHNTON, MARJORIE JOHNSTON, MARC LEAN AND JANET LOUISE HILSON

Respondents

COURT APPOINTED RECEIVER
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

June 30, 2017

Receipts	$	$
Receivers Certificates		100,000.00
Sale of the 24 Units		5,850,000.00
Rental Income		405,511.45
Interest		19,630.60
Total receipts		$ 6,375,142.05
Disbursements		
Fees paid to the OSB		70.00
Sale costs		
Real estate commission	247,893.75	
Appraisal	6,774.34	254,668.09
Operation expenses		
Insurance	19,440.00	
Utilities	3,154.71	
Repairs, clean up, inspection	35,462.54	
Co-ownership fees	231,769.44	289,826.69

Court File No. 12-9934-00CL
Estate No. 31-457976

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

GODSTONE CO-OWNERSHIP INC.

Applicants

-and-

MAPLE RIDGE REAL ESTATE INVESMENTS CORP., DUCA FINANCIAL SERVICES CREDIT UNION LTD., LYDIA LUCKEVICH, RGL PROPERTY SERVICES INC., 1320950 ALBERTA LTD., 1336364 ALBERTA LTD., 1336365 ALBERTA LTD., 1336366 ALBERTA LTD., 1336367 ALBERTA LTD., PETER ZHANG, CUI HUA SUN, FANCISO CENDAVA, ELIZABETH CENDANA, DAVE LALL, CARMAN MANGAL, JOE DANIEL, JIM MILNE, CHERYL FORRIN, NOEL MORRISON, RICHARDO ARCHER, HYACINTH NINES, WNDY WANG, JIAN HUANG, SAUNDREA COBURN, DANIEL JOHNTON, MARJORIE JOHNSTON, MARC LEAN AND JANET LOUISE HILSON

Respondents

COURT APPOINTED RECEIVER
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

June 30, 2017

General expenses		
Postage & courier	653.37	
Copies & USB flash drives	2,757.20	3,410.57
Receiver's Certificate repayment		111,081.76
Legal fees incl HST		154,275.28
Total disbursements		$ 813,332.39
Total Receipts over Disbursements		$ 5,561,809.66
Trust Account Balance		$ 5,561,809.66

Note:
1. Rental Income reflects the amount collected not the amount outlined in the lease agreement. Not all tenants have paid rents when due.
2. The professional fees of the Receiver are not reflected above. The Receiver has paid the interim accounts of its counsel, subject to court approval.

Court File No. 12-9934-00CL
Estate File No. 31-457976

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE
RECEIVERSHIP OF

GODSTONE CO-OWNERSHIP INC.

Interim Statement of Receipts and
Disbursements

Pollard & Associates Inc.
31 Wright Street
Richmond Hill, Ontario
L4C 4A2

Tel (905) 884-8191
Fax (905) 884-4310

GODSTONE CO-OWNERSHIP INC. Plaintiffs	and	MAPLE RIDGE REAL ESTATE INVESTMENTS CORP. ET AL Defendants

Court File No. CV-12-9934-00 CL

ONTARIO

SUPERIOR COURT OF JUSTICE
COMMERCIAL COURT

Proceeding commenced at TORONTO

MOTION RECORD

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Lawyers for Pollard & Associates Inc., in its capacity as Court-appointed Receiver of Godstone Co-Ownership Inc.