

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N :

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Applicant

- and -

2203284 ONTARIO INC.

Respondent

**MOTION RECORD
(returnable April 30, 2019)**

VOLUME 2 of 2

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TAB P

Appendix “P”

Brett D. Moldaver

brett@moldaverbarristers.com

(416) 238-2953

January 29, 2019

File No. 17-03

*Delivered via email***Devry Smith Frank LLP**

Lawyers & Mediators

95 Barber Green Rd., Suite 100

Toronto, Ontario

M3C 3E9

Attention: Mr. Lawrence Hansen

Dear Mr. Hansen:

**RE: In the matter of the Receivership of 2203284 Ontario Inc.
CV-17-1827-00CL (Receivership)**

We write to you in connection with the captioned Receivership.

We act for 2203284 Ontario Inc. (**220**), Santerra Asset Management (**Santerra**), MaryLou Santaguida (**MLS**), and Luigi Santaguida (**LS**). They are husband and wife. 220 is owned by LS. Santerra is a project management company owned by MLS that she used for her various investments or developments. They and 220 wish to see the Receivership resolved in short order.

MLS is owed monies by 220. MLS advances to 220 total \$2,495,606.48 as at January 31, 2019 (inclusive of interest and other charges). Please see the enclosed documentation in this regard (**Tabs 11-13**).

We enclose the following documents (noting many relevant documents have already been filed by the Receiver with the Court) and further to the Receiver's inquiries:

1. Agreement of Purchase and Sale dated January 26, 2013
2. Copy of Certified Cheque dated June 3, 2013
3. Registered transfer RE 98 James St S dated Jun 4, 2013

365 Bloor Street East, Suite 1608 • Toronto, Ontario • M4W 3L4 • Canada
p.416.238.4123 • f.416.929.9604

4. Closing Documents for lawyer dated June 4, 2013
5. Acknowledgment and Direction dated June 6, 2013
6. Acknowledgment and Direction dated July 7, 2015
7. Mortgage Amending Agreement dated April 1, 2015
8. 2203284 Ontario Inc. Corporate Resolutions
9. Construction Management Services – 220 & 227
10. Schedule A – Unsecured Creditors
11. MLS Mortgage Statement dated January 15, 2019
12. Mortgage Statement 2274889 Ontario Inc. dated January 15, 2019
13. Accounting on the two MLS mortgages

Receivership of 220, 227, Santerra and MLS

By way of background, Spergel was appointed receiver over 220's property – the 98 James Street South, Hamilton property. The property was sold in or around October 2018 for \$8,500,000. We expect the amended (second) Deposit Claims Procedure is nearly complete. Once complete, we understand the only remaining creditors will be MLS (under her charges) and the unsecured Schedule "A" claimants (subject of course to the Receiver's fees and accounts as determined by the Court). In the circumstances, our clients maintain the sale has been effected and the main mandate of the Receiver has been realized.

The property was purchased by 2274889 Ontario Inc. (**227**) a company owned by MLS. The purchase was later assigned to 220 a company controlled by her husband. MLS funded 220's closing of the purchase of the property (**Tab 2**). In connection with this assignment/purchase MLS secured a charge against title to the property in the amount of \$1,500,000.00 registered as Instrument No. WE90338 registered as instrument number WE901635 (June 6, 2013). As at January 31, 2019 the monies owing under the initial advance of by MLS of \$624,000 totals \$974,882.53 (**Tab 13**). The initial advance was made up of the deposit on the purchase of the property (\$25,000) along with a further \$599,000 on closing.

The parties amended the loan/mortgage by way of Mortgage Amending Agreement (**MAA**) on April 1, 2015 increasing the mortgage amount to \$4,000,000 and reducing the interest rate by two per cent (**Tabs 7 and 8**). MLS registered a further mortgage against the property on April 11, 2016 as Instrument NO. WE1111875 for \$701,583.00 to cover further advances made.

Further principal advances by MLS totaling \$1,115,500 were made and as at January 31, 2019 the amount owing with interest and other charges is \$1,520,723.95 (**Tab 13**). Parenthetically 227 entered into a construction management services contract with 220 in August 2015 for services that we understand were rendered at a fee of \$750,000.00. This was not paid by 220 to 227 and is not included in the foregoing calculation in any accounting between MLS/Santerra/227 and 220 on the other.

Commencing March 2014, MLS began to advance to 220 funds and did so through to September 2016 (copies of cheques in this regard are available if required). The mortgage was increased to \$4,000,000 to reflect these advances, future advances and the increases in value of the property.

Thereafter, on June 22, 2015, 220 gave a mortgage to DUCA. As set out in the agreement, the loan was to be used to: (i) finance equity take-out of \$4,707,500.00, with said funds to be used for development etc. of the Connolly; (ii) for a one-year interest reserve on the DUCA loan; and (iii) to pay any lender's costs etc.

In July 2015, upon receipt of the advance from DUCA, 220 directed \$2,581,543.11 (from the DUCA proceeds) be transferred to Santerra. The balance was retained by 220. This transaction was recorded as an intercompany loan on 220's books and recorded as an unsecured loan. In late September 2015 220 transferred approximately \$1,130,000.00 to Santerra along the lines of the July 2015 loan. The total of these loans is \$3,711,543.11.

A further \$277,738.02 was advanced to Santerra by 220 by March 2017 while Santerra advanced \$532,255.94 to 220 over the same period. The net of these transactions is a net payable to 220 of \$254,517.92.

Netting the \$3,711,543.11 against the \$254,517.92 amount totals \$3,457,025.19 owing to 220 by Santerra being the same amount the Receiver maintains was transferred by 220 to Santerra following the DUCA loan advance. MLS is also the fourth and fifth mortgagee on the property. As such any monies owing by 220 to MLS would be reduced from any monies owing to 220 by Santerra. Moreover as set out in **Tab 9** 220 and 227 entered into a construction management agreement for a fee of \$750,000. This was not paid. This amount should be set-off as against any monies owing by Santerra to 220.

Unsecured Creditors

With respect to the Schedule "A" to the Receivership of 220 that sets out the list of Creditors and their claimed amounts we advise as follows on behalf of our clients:

1. we agree that Schneider Ruggiero LLP is owed \$28,846.62;
2. we **disagree** that Bell Canada is owed \$356.08 as this was entered in error;
3. we agree that collaborative structures Limited is owed \$4,424.00;
4. we **disagree** that Cushman & Wakefield LTD is owed \$2,034.00;
5. we **disagree** that GSP group Inc. is owed \$4,087.41;
6. we **disagree** that Judy Hayes and copywriters owed \$146.90;
7. we agree that Kaiser Lachance Communications Inc. is owed \$1,235.94;
8. we **disagree** that Klokwerks Digital Inc. is owed \$39,550.00; no work was done despite invoicing;
9. we agree that Kremar Surveyors Ltd. Is owed \$9,866.77
10. we agree that Louie Santaguida is owed \$70,804.24;
11. we **disagree** that Luna Accounting Services is owed \$3,305.25 as it has been paid;
12. we **disagree** that McCallum Sathers Architects Inc. is owed \$20,458.65; **we understand that the lien was discharged and no action to enforce was launched.**
13. we agree that Paradigm transportation solutions Limited is at \$4825.10;
14. we **disagree** that Paula Santos is owed \$5650.00 as this has been paid;
15. we agree that Pelican Woodcliff is owed \$11,300.00;
16. we agree that Quinn Dressel Associates is owed \$7441.06;
17. we **disagree** that right at home Realty is owed \$8,000;
18. we **disagree** that Royal LePage State Realty is owed \$5,593.50
19. we **disagree** that Royal LePage Your Community Realty is owed \$315,578.63;
20. we agree that Terraprobe Inc. is owed \$31,820.16;
21. we agree that Town Media is owed \$2,254.35;
22. we **disagree** that Waters Environment Group Inc. is a \$29,775.50; this was work done for another company and they billed the wrong company in error.

My clients maintain that the real estate deals did not close and as such the commissions are not due or payable (in reference to items 4 and 17-19 above). If this is not the position of the Receiver then please advise us as to the position and why the Receiver so maintains so we may consider it further. Thank you.

Conclusion

220/MLS anticipate that the remaining proceeds of sale would be applied to cover the MLS charges with any surplus to be paid out to the Schedule "A" claimants subject to 220's position that certain of those claims are not valid (as set out above). Alternatively there would be no surplus proceeds but in either case the Receivership should be concluded. In any event and should the Receiver be of a different view, my clients seek the amount it holds on account of

220 and its creditors, the Receiver's fees to date and any other information in this regard. We also ask you advise us as to the status of the claims deposit procedure and its conclusion date.

My clients hope we can speak after you have considered the foregoing with a view to an efficient conclusion to the Receivership.

As to dates to examine MaryLou Santaguida, we propose February 11, 2019 but ask that you advise if same is still required. Thank you.

We look forward to hearing from you.

Thank you.

Sincerely,

Brett D. Moldaver

(computer generated signature)

Brett D. Moldaver
BDM/sz

Encl.

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Agreement of Purchase and Sale Commercial

This Agreement of Purchase and Sale dated this 26th day of January 2013

BUYER, 2274889 Ontario Inc., agrees to purchase from
(Full legal names of all Buyers)

SELLER, Trustees of The James Street Baptist Church, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address: 98 James Street South, City of Hamilton

fronting on the West side of James Street South

in the City of Hamilton

and having a frontage of 117' more or less by a depth of 124' more or less

and legally described as PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76

HAMILTON SURVEY TOGETHER WITH AN EASEMENT AS DESCRIBED IN SCHEDULE C (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 610,000.00

Six Hundred Ten Thousand Dollars

DEPOSIT: Buyer submits UPON ACCEPTANCE
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Twenty-Five Thousand Dollars (CDN\$) 25,000.00

by negotiable cheque payable to HALTON HERITAGE REALTY INC., BROKERAGE "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B, C attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by Buyer Seller until 6:00 p.m. on the 28th day of January 2013 after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 4th day of June 2013. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

Kitchen appliances, 12 pews, any affixed speakers and sound equipment.

6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

Security system.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the purchase price.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 31 day of May, 2013, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (church) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

INITIALS OF BUYER(S):

(B)

INITIALS OF SELLER(S):

TF



9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company, and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

M. Steele (Witness) *[Signature]* (Buyer/Authorized Signing Officer) DATE Jan 26, 2013
(Seal)
(Witness) *[Signature]* (Buyer/Authorized Signing Officer) DATE _____
(Seal)

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

x *M. Steele* (Witness) *[Signature]* (Seller/Authorized Signing Officer) DATE Jan 28, '13
λ *M. Steele* (Witness) *[Signature]* (Seller/Authorized Signing Officer) DATE JAN 28/13
(Seal) (Seal)

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) _____ (Spouse) _____ DATE _____
(Seal) (Seal)

X **CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 2:45 a.m./p.m. this 28th day of January, 2013.
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage: Halton Heritage Realty Inc., Brokerage Tel. No. (905) 522-2222
256 Locke Street South Hamilton
Co-op/Buyer Brokerage: _____ Tel. No. _____

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer. TF

x *[Signature]* (Seller) DATE Jan 27/13

(Seller) _____ DATE _____

Address for Service: _____

Tel. No. _____

Seller's Lawyer: Confente, Garcea (Sam Garcea)

Address: _____

905-529-9999 905-529-1160

Tel. No. _____ FAX No. _____

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) _____ DATE _____

(Buyer) _____ DATE _____

Address for Service: _____

Tel. No. _____

Buyer's Lawyer: _____

Address: _____

Tel. No. _____ FAX No. _____

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: Halton Heritage Realty Inc., Brokerage
In consideration for this Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with this transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

M. Steele
(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



Schedule A Agreement of Purchase and Sale - Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, 2274889 Ontario Inc. _____, and

SELLER, Trustees of The James Street Baptist Church _____

for the purchase and sale of 98 James Street South, City of Hamilton _____ Hamilton _____

L8P 272 _____ dated the 26th _____ day of January _____, 2013 _____

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Buyer shall have the right at any time prior to closing, to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favour of the Seller to be bound hereby as Buyer, the Buyer herein before named shall stand released from all further liability hereunder.

This Offer is conditional upon the Buyer conducting their due diligence and being satisfied at its own discretion the following:

1. Phase One Environmental Site Assessment.
2. Inspection of all mechanical systems, structural, roof and other physical property elements.
3. Engineer's report as to the structural condition of the building.
4. That the property can be re-zoned for the Buyer's proposed use.
5. Discussions with the City of Hamilton and other agencies respecting present and contemplated uses and Heritage issues
6. Geotechnical investigation.

This condition is for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated above. The Seller agrees to co-operate in providing access to the property for the purposes of these inspections. This condition may be waived by the Buyer by 5:00 pm May 3, 2013, failing which this Offer shall be null and void and the Buyers deposit shall be returned in full, forthwith without interest or deduction.

The Seller agrees that the Buyer shall have full access to the property during the conditional period so long as appropriate notice is given to the Seller's Agent.

Notwithstanding the completion date set out in this Agreement, the Seller may, in writing, advance the date of completion and Title Search of this transaction by 30 days.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

(16)

INITIALS OF SELLER(S):

TF (16)





Schedule B Agreement of Purchase and Sale

Form 105

105
Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, 2274889 Ontario Inc.

and

SELLER, Trustees of The James Street Baptist Church

for the property known as 98 James Street South, City of Hamilton Hamilton

L8P 2Z2 dated the 26th day of January, 2013

This Offer is conditional upon its acceptance by the James Street Baptist Church Congregation. Unless the Seller gives notice in writing delivered to the Buyer by February 3rd, 2013 at 5:00 pm that this condition is fulfilled, the Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is for the benefit of the Seller and may be waived by the Seller's sole option by notice in writing to the Seller within the time period stated herein.

This Offer is ~~conditional upon the approval of the terms by the Seller's Solicitor. Unless the Seller gives notice in writing delivered to the Buyer by February 3, 2013, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Seller and may be waived at the Seller's sole option by notice in writing to the Seller within the time period stated herein.~~

The Buyer acknowledges and accepts that there may be a Work Order attached to the property and acknowledges that there is a structural issue with the north wall and that the Sellers are not going to rectify the deficiencies.

The Buyer and Seller acknowledge that a structural inspection is being conducted by Quinn Dressel Associates and a report being obtained at the Seller's expense. The Seller agrees to share this report with the Buyer and also that should this Agreement of Purchase and Sale become binding and firm, the Buyer will reimburse the Seller for the full cost of the said report. The Buyer acknowledges that subject to acceptance of this report and fulfillment of the conditions above, he is accepting the building in as-is condition.

The Buyer acknowledges receipt of the Building Condition Report prepared by PJ Materials Consultants Limited dated November 2011.

The Buyer acknowledges receipt of the drawings dated April 1988 by Trevor P. Garwood-Jones and that he is copying them at his own expense and returning them to the Seller no later than January 30, 2013.

The Seller agrees to provide to the Buyer within two days acceptance of this Offer a copy of any existing Survey and any other reports related to the property.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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Form 105, Revised 2008 Page 1 of 1
WEA Forms Nov 2012



Schedule C
Agreement of Purchase and Sale

Form 105

105
Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, 2274889 Ontario Inc., and

SELLER, Trustees of The James Street Baptist Church

for the property known as 98 James Street South, City of Hamilton Hamilton

L8P 2Z2 dated the 25th day of January, 2013

Easement description attached as provided by the Sellers.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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Form 105 Revised 2008 Page 1 of 1

WEBForms® Nov/2012

SCHEDULE "A"

DESCRIPTION

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Hamilton in the County of Wentworth, in the Province of Ontario, being composed of parts of Lots Numbers 75, 76, 107 and 108 in block bounded by James, Jackson, MacNab and Hunter Streets in the Peter Hunter Hamilton Survey in the said City of Hamilton and which may be more particularly described as follows, that is to say, Commencing at a point in the western limit of James Street distant one hundred and seventeen feet (117') measured southerly thereon from an iron bar planted at the north-eastern angle of Lot Number 75 aforesaid, THENCE westerly and parallel with the northern limits of Lots Numbers 75 and 76 aforesaid, one hundred and twenty three feet and two and one third inches (123'2-1/3") more or less to a point in the western limit of Lot Number 76 aforesaid. THENCE southerly along the western limits of Lots Number 76 and 107 aforesaid, one hundred and fifty three feet and ten inches (153'10") more or less to a point in the northern limit of Hunter Street as opened by Bylaw #4917 of the Corporation of the City of Hamilton, passed the twelfth day of April, 1938. THENCE easterly along the said northern limit of Hunter Street, one hundred and twenty three feet and five and three quarter inches (123' 5-3/4") more or less to an iron bar planted in the aforesaid western limit of James Street. THENCE northerly along the western limit of James Street, one hundred and sixty one feet and nine and three-eighth inches (161' 9-3/8") more or less to the place of beginning. Subject to an easement for light from and over the twenty five (25) feet of the lands hereby conveyed immediately adjoining on the south the said northerly one hundred and seventeen (117') feet of said lots seventy five and seventy six as contained in the Deed from John W. Rosebrugh to William J. Copp et al dated August 7th, 1878, and registered in the Registry Office for the County of Wentworth in Book for the City of Hamilton on September 6th, 1878 as Instrument No. 18856 and together with the benefit of the covenant as to building restrictions contained in said Instrument No. 18856.

this is how the Church's easement is described in the deeds of the lands to the south.



Bank of Montreal

Transaction Record
Customer Copy

June 4, 2013 9:38:28 AM
 Branch Transit: 2416
 Operator: 025
 Business Date: June 4, 2013
 Card Number: No Card
 Authentication: Manual

Certified Cheque

Serial Number: 0385
 Account: 2416 1089-292
 Amount: \$599,000.00
 New Balance: \$1,608.71

Thank you for banking with
 Bank of Montreal

<p>BMO Bank of Montreal 155 Rexdale Blvd. 2274889 ONTARIO INC. Rexdale, ON 327 ROYAL YORK ROAD TORONTO, ONTARIO M8Y 2P8</p>		<p>0385</p>	
<p>JUN 04 2013</p>		<p>DATE 06032013 M M D D Y Y Y Y</p>	
<p>1-2416 PACertified</p>		<p>\$ **599,000.00</p>	
<p>TO THE ORDER OF</p>		<p>Schneider Ruggiero LLP in trust 1000-120 Adelaide Street West Toronto, ON M5H 3V1</p>	
<p>MEMO</p>		<p>98 James St Closing</p>	
<p>2274889 ONTARIO INC.</p>		<p>PER _____</p>	
<p>PER _____</p>		<p>PER _____</p>	
<p>000385 024162001089292</p>			

LRO # 62 Transfer By Religious Organization

Received as WE901635 on 2013 06 04 at 14:28

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

yyyy mm dd Page 1 of 3

Properties

PIN 17171 - 0009 LT Interest/Estate Fee Simple
 Description PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON
 Address 98 JAMES ST S
 HAMILTON

Consideration

Consideration \$610,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

Address for Service

The signing trustees are all the trustees of the religious organization or are sufficient in number to bind the said religious organization and all relevant provisions of the Religious Organizations' Land Act have been complied with.

Transferee(s)

Capacity

Share

Name 2203284 ONTARIO INC.
 Address for Service 93 Skyway Avenue
 Unit 104
 Toronto, Ontario
 M9W 6N6

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

Signed By

Salvatore Garcea 69 John Street South Suite340 acting for Signed 2013 06 04
 Hamilton
 L8N 2B9 Transferor(s)

Tel 905-529-9999

Fax 9055291160

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

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

Ronald Mark Fairbloom 1000-120 Adelaide St. W. acting for Signed 2013 06 04
 Toronto Transferee(s)
 M5H 3V1

Tel 416-363-2211

Fax 416-363-0645

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

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

Submitted By

BAKER SCHNEIDER RUGGIERO LLP 1000-120 Adelaide St. W. 2013 06 04
 Toronto
 M5H 3V1

Tel 416-363-2211

Fax 416-363-0645

LRO # 62 **Transfer By Religious Organization**

Received as WE901635 on 2013 06 04 at 14:28

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

yyyy mm dd Page 2 of 3

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Provincial Land Transfer Tax	\$7,625.00
Total Paid	\$7,685.00

File Number

Transferee Client File Number : 36305

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 17171 - 0009 PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON;
PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON
(BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN
HA59712; CITY OF HAMILTON

BY: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

TO: 2203284 ONTARIO INC.

1. LOUIE SANTAGUIDA

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- ☒ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 2203284 ONTARIO INC. described in paragraph(s) (a) above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposited to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	610,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	610,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	610,000.00

PROPERTY Information Record

A. Nature of Instrument: Transfer By Religious Organization
LRO 62 Registration No. WE901635 Date: 2013/06/04

B. Property(s): PIN 17171 - 0009 Address 98 JAMES ST S Assessment 2518020 - 13905010
HAMILTON Roll No

C. Address for Service: 93 Skyway Avenue
Unit 104
Toronto, Ontario
M9W 6N6

D. (i) Last Conveyance(s): PIN 17171 - 0009 Registration No. HA59712
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☒ No ☐ Not known ☐

E. Tax Statements Prepared By: Ronald Mark Fairbloom
1000-120 Adelaide St. W.
Toronto M5H 3V1

0385

241

2274889 ONTARIO INC.
327 ROYAL YORK ROAD
TORONTO, ONTARIO M8Y 2P8

BANK OF MONTREAL
135 REXDALE BLVD.
REXDALE, ONTARIO M9W 5Z8

DATE 0 6 0 3 2 0 1 3
M M D D Y Y Y Y

PAY ***Five Hundred Ninety-Nine Thousand and 00/100**

\$ **599,000.00

TO THE
ORDER
OF

Schneider Ruggiero LLP in trust
1000-120 Adelaide Street West
Toronto, ON M5H 3V1



2274889 ONTARIO INC.

PER

PER

MEMO

98 James St Closing

⑈000385⑈ ⑆24162001⑆ 1089292⑈

2274889 ONTARIO INC.

Schneider Ruggiero LLP in trust

6/3/2013

0385

98 James St Closing

599,000.00

BMO

98 James St Closing

599,000.00

2274889 ONTARIO INC.

Schneider Ruggiero LLP in trust

6/3/2013

0385

98 James St Closing

599,000.00

BMO

98 James St Closing

599,000.00

Product SS9209 Use with 775 Double Window or 779 Single Window Envelope Printed in Canada To reorder call NEBS 1-800-461-7572 Order on-line at www.nebs.ca

TERRASAN 327 ROYAL YORK RD. LIMITED		0163	
94 BROCKPORT DRIVE TORONTO, ONTARIO M9W 5C5		BANK OF MONTREAL 155 REXDALE BLVD. REXDALE, ONTARIO M9W 5Z8	
		DATE 06042013 M M D D Y Y Y Y	
PAY	*****Four Hundred Thousand and 00/100	\$ **400,000.00	
TO THE ORDER OF	2274889 Ontario Inc 104-93 Skyway Ave Etobicoke, ON M9W 6N6	TERRASAN 327 ROYAL YORK RD. LIMITED	
MEMO	Transfer of funds		

⑈000163⑈ ⑆241620001⑆ 1090⑈808⑈

TERRASAN 327 ROYAL YORK RD. LIMITED
2274889 Ontario Inc

6/4/2013

0163

Transfer of funds

400,000.00

BMO Acct# 1090-808 Transfer of funds

400,000.00

TERRASAN 327 ROYAL YORK RD. LIMITED
2274889 Ontario Inc

6/4/2013

0163

Transfer of funds

400,000.00

BMO Acct# 1090-808 Transfer of funds

400,000.00

STATEMENT OF ADJUSTMENTS

Vendor: Trustees of the James Street Baptist Church

Purchaser: 2203284 Ontario Inc.

Property: 98 James Street South, Hamilton

Adjusted as of: June 4, 2013

<u>SALE PRICE</u>		\$610,000.00
--------------------------	--	--------------

<u>DEPOSIT</u>	\$25,000.00	
-----------------------	-------------	--

BALANCE DUE ON CLOSING

payable to
Confente, Garcea, in trust
or as further directed

\$585,000.00

\$610,000.00

\$610,000.00

E. & O. E.



PURCHASER'S H.S.T. CERTIFICATE, UNDERTAKING, INDEMNITY

TO: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

AND TO: CONFENTE, GARCEA, their solicitor herein
SALVATORE GARCEA

Re: **Vendor:** Trustees of the James Street Baptist Church
Purchaser: 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario
Closing Date: June 4, 2013

In consideration of and notwithstanding the closing of the above-noted transaction, the Purchaser hereby covenants and certifies that with respect to the harmonized sales tax ("HST") imposed under the Excise Tax Act (Canada), as amended (the "Act"):

1. Its registered under Subdivision d of Division V of Part IX of the Act for the collection and remittance of HST; its registration number is 81124 2098 RT0001 and such registration is in good standing and has not been revoked;
2. It shall be liable, shall self-assess and remit to the appropriate governmental authority all HST which is payable under the Act in connection with the transfer of the Property made pursuant to this agreement of purchase and sale, all in accordance with the Act;
3. It acknowledges that the Vendor is relying upon the accuracy of the above representations and warranties in not collecting HST on closing and allowing the Purchaser to self-assess and remit HST to the Receiver General in accordance with the Act, and that such representations and warranties shall not merge on the closing of this transaction;
4. It shall indemnify and save harmless the Vendor from and against any and all HST, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, misstatement or misrepresentation made in connection with any matter raised in this paragraph or contained in any declaration referred to herein;

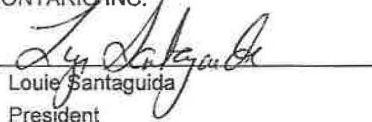
Dated at Toronto, Ontario, this 4th day of June 2013.

2203284 ONTARIO INC.

Per:

Name:

Title:


Louie Santaguida
President

I have the authority to bind the corporation

K:\Clients O to Z\Santaguida, Luigi\2274889 Ontario Inc\Trustees of The James Street Baptist Church purchase 36305\Documents\Draft Documents\Purchaser HST Certificate.docx - MT

PURCHASER'S H.S.T. CERTIFICATE, UNDERTAKING, INDEMNITY

TO: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

AND TO: CONFENTE, GARCEA, their solicitor herein
SALVATORE GARCEA

Re: **Vendor:** Trustees of the James Street Baptist Church
Purchaser: 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario
Closing Date: June 4, 2013

In consideration of and notwithstanding the closing of the above-noted transaction, the Purchaser hereby covenants and certifies that with respect to the harmonized sales tax ("HST") imposed under the Excise Tax Act (Canada), as amended (the "Act"):

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4. It shall indemnify and save harmless the Vendor from and against any and all HST, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, misstatement or misrepresentation made in connection with any matter raised in this paragraph or contained in any declaration referred to herein;

Dated at Toronto, Ontario, this *4th* day of June 2013.

2203284 ONTARIO INC.

Per:

Name: *Louie Santaguida*

Title: President

I have the authority to bind the corporation

K:\Clients O to Z\Santaguida, Luigi\2274889 Ontario Inc\Trustees of The James Street Baptist Church purchase 36305\Documents\Draft Documents\Purchaser HST Certificate.docx - MT

PURCHASER'S H.S.T. CERTIFICATE, UNDERTAKING, INDEMNITY

TO: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

AND TO: CONFENTE, GARCEA, their solicitor herein
SALVATORE GARCEA

Re: **Vendor:** Trustees of the James Street Baptist Church
Purchaser: 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario
Closing Date: June 4, 2013

In consideration of and notwithstanding the closing of the above-noted transaction, the Purchaser hereby covenants and certifies that with respect to the harmonized sales tax ("HST") imposed under the Excise Tax Act (Canada), as amended (the "Act"):

1. Its registered under Subdivision d of Division V of Part IX of the Act for the collection and remittance of HST; its registration number is 81124 2098 RT0001 and such registration is in good standing and has not been revoked;
2. It shall be liable, shall self-assess and remit to the appropriate governmental authority all HST which is payable under the Act in connection with the transfer of the Property made pursuant to this agreement of purchase and sale, all in accordance with the Act;
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4. It shall indemnify and save harmless the Vendor from and against any and all HST, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, misstatement or misrepresentation made in connection with any matter raised in this paragraph or contained in any declaration referred to herein;

Dated at Toronto, Ontario, this 4th day of June 2013.

2203284 ONTARIO INC.

Per: 

Name: Louis Santaguida

Title: President

I have the authority to bind the corporation

K:\Clients O to Z\Santaguida, Luigi\2274889 Ontario Inc\Trustees of The James Street Baptist Church purchase 36305\Documents\Draft Documents\Purchaser HST Certificate.docx - MT

PURCHASER'S H.S.T. CERTIFICATE, UNDERTAKING, INDEMNITY

TO: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

AND TO: CONFENTE, GARCEA, their solicitor herein
SALVATORE GARCEA

Re: **Vendor:** Trustees of the James Street Baptist Church
Purchaser: 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario
Closing Date: June 4, 2013

In consideration of and notwithstanding the closing of the above-noted transaction, the Purchaser hereby covenants and certifies that with respect to the harmonized sales tax ("HST") imposed under the Excise Tax Act (Canada), as amended (the "Act"):

1. Its registered under Subdivision d of Division V of Part IX of the Act for the collection and remittance of HST; its registration number is 81124 2098 RT0001 and such registration is in good standing and has not been revoked;
2. It shall be liable, shall self-assess and remit to the appropriate governmental authority all HST which is payable under the Act in connection with the transfer of the Property made pursuant to this agreement of purchase and sale, all in accordance with the Act;
3. It acknowledges that the Vendor is relying upon the accuracy of the above representations and warranties in not collecting HST on closing and allowing the Purchaser to self-assess and remit HST to the Receiver General in accordance with the Act, and that such representations and warranties shall not merge on the closing of this transaction;
4. It shall indemnify and save harmless the Vendor from and against any and all HST, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, misstatement or misrepresentation made in connection with any matter raised in this paragraph or contained in any declaration referred to herein;

Dated at Toronto, Ontario, this 4th day of June 2013.

2203284 ONTARIO INC.

Per: 

Name: Louis Santaguida

Title: President

I have the authority to bind the corporation

K:\Clients O to Z\Santaguida, Luigi\2274889 Ontario Inc\Trustees of The James Street Baptist Church purchase 36305\Documents\Draft Documents\Purchaser HST Certificate.docx - MT

UNDERTAKING TO READJUST

TO: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

AND TO: CONFENTE, GARCEA, their solicitor herein
SALVATORE GARCEA

Re: **Vendor:** Trustees of the James Street Baptist Church
Purchaser: 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario
Closing Date: June 4, 2013

IN CONSIDERATION of and notwithstanding the closing of the above transaction, I hereby undertake to readjust the statement of adjustments after closing should the same be found to contain any errors or omissions, forthwith upon written demand.

Dated at TORONTO, this 4th day of June, 2013

2203284 ONTARIO INC.

Per: 

Name: Louie Santaguida

Title: President

I have the authority to bind the corporation

K:\Clients O to Z\Santaguida, Luigi\2274889 Ontario Inc\Trustees of The James Street Baptist Church purchase 36305\Documents\Draft Documents\Purchasers Undertaking.docx - MT

UNDERTAKING TO READJUST

TO: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

AND TO: CONFENTE, GARCEA, their solicitor herein
SALVATORE GARCEA

Re: **Vendor:** Trustees of the James Street Baptist Church
Purchaser: 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario
Closing Date: June 4, 2013

IN CONSIDERATION of and notwithstanding the closing of the above transaction, I hereby undertake to readjust the statement of adjustments after closing should the same be found to contain any errors or omissions, forthwith upon written demand.

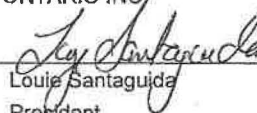
Dated at TORONTO, this 4th day of June, 2013

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Per:

Name:

Title:


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ACKNOWLEDGMENT AND DIRECTION

TO: All Lawyers within the firm of Schneider Ruggiero LLP and any and all of its designees

Re: Vendor: Trustees of the James Street Baptist Church
 Purchaser: 2203284 Ontario Inc.
 Property Address: 98 James Street South, Hamilton, Ontario
 Closing Date: June 4, 2013

This will confirm that:

1. The undersigned has reviewed the information contained on the document attached hereto and confirms this information is accurate;
2. You are authorized and directed to register electronically, on the undersigned's behalf, the following:
 - i) Transfer by a Religious Organization
 (the "Document(s)") and a copy the Document(s) is/are attached hereto for identification purposes;
3. The effect of the electronic Document(s) described in this Acknowledgment and Direction has been fully explained to the undersigned and understand that it is a party to and is bound by the terms and provisions of the electronic Document(s) to the same extent as if the undersigned had signed this Acknowledgment and Direction;
4. You are hereby authorized and directed to insert any information that may be required in the Document(s) that may not be available to you at the time of execution of this Acknowledgment and Direction;
5. You are hereby authorized to make any minor, non-material alterations that may be required to effect certification of the Document(s) by the Land Registry Office;
6. In the event of any investigation by the Director of Land Registration appointed under subsection 6(1) of the Registry Act (the "Director") regarding suspected fraudulent or unlawful activity or registration in connection with the Document(s), the undersigned hereby consents to you releasing to the Director a true copy of this Acknowledgment and Direction, upon request by the Director;
7. The undersigned are, in fact, the party named in the electronic Document(s) described in this Acknowledgment and Direction and the undersigned have not misrepresented their identity to you; and
8. You are hereby authorized to rely on a telefaxed or electronically transmitted executed copy of this Acknowledgment and Direction as if it was an originally signed copy.

DATED at Toronto, this 4th day of June, 2013.

2203284 ONTARIO INC.

Per: 

Name: Louis Santaguida

Title: President

I have the authority to bind the corporation

LRO # 62 Transfer By Religious Organization

In preparation on 2013 06 03 at 14:44

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

Properties

PIN 17171 - 0009 LT Interest/Estate Fee Simple

Description PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON

Address 98 JAMES ST S
HAMILTON

Consideration

Consideration \$ 610,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name TRUSTEES OF THE JAMES STREET BAPTIST CHURCH
Acting as a company

Address for Service

The signing trustees are all the trustees of the religious organization or are sufficient in number to bind the said religious organization and all relevant provisions of the Religious Organizations' Land Act have been complied with.

Transferee(s)

Capacity

Share

Name 2203284 ONTARIO INC.
Acting as a company

Address for Service 93 Skyway Avenue
Unit 104
Toronto, Ontario
M9V 6N6

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

Calculated Taxes

Provincial Land Transfer Tax \$7,625.00

File Number

Transferee Client File Number: 36305

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 17171 - 0009 PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON

BY: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

TO: 2203284 ONTARIO INC.

%(all PINs)

1. I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- ☒ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 2203284 ONTARIO INC. described in paragraph(s) (a) above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	610,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	610,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	610,000.00

PROPERTY Information Record

A. Nature of Instrument: Transfer By Religious Organization
LRO 62 Registration No. Date:

B. Property(s): PIN 17171 - 0009 Address 98 JAMES ST S Assessment 2518020 - 13905010
HAMILTON Roll No

C. Address for Service: 93 Skyway Avenue
Unit 104
Toronto, Ontario
M9W 6N6

D. (i) Last Conveyance(s): PIN 17171 - 0009 Registration No.
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☒ No ☐ Not known ☐

ACKNOWLEDGMENT AND DIRECTION

TO: All Lawyers within the firm of Schneider Ruggiero LLP and any and all of its designees

Re: **Vendor:** Trustees of the James Street Baptist Church
Purchaser: 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario
Closing Date: June 4, 2013

This will confirm that:

1. The undersigned has reviewed the information contained on the document attached hereto and confirms this information is accurate;
2. You are authorized and directed to register electronically, on the undersigned's behalf, the following:
 - i) Transfer by a Religious Organization
 (the "Document(s)") and a copy the Document(s) is/are attached hereto for identification purposes;
3. The effect of the electronic Document(s) described in this Acknowledgment and Direction has been fully explained to the undersigned and understand that it is a party to and is bound by the terms and provisions of the electronic Document(s) to the same extent as if the undersigned had signed this Acknowledgment and Direction;
4. You are hereby authorized and directed to insert any information that may be required in the Document(s) that may not be available to you at the time of execution of this Acknowledgment and Direction;
5. You are hereby authorized to make any minor, non-material alterations that may be required to effect certification of the Document(s) by the Land Registry Office;
6. In the event of any investigation by the Director of Land Registration appointed under subsection 6(1) of the Registry Act (the "Director") regarding suspected fraudulent or unlawful activity or registration in connection with the Document(s), the undersigned hereby consents to you releasing to the Director a true copy of this Acknowledgement and Direction, upon request by the Director;
7. The undersigned are, in fact, the party named in the electronic Document(s) described in this Acknowledgment and Direction and the undersigned have not misrepresented their identity to you; and
8. You are hereby authorized to rely on a telefaxed or electronically transmitted executed copy of this Acknowledgment and Direction as if it was an originally signed copy.

DATED at Toronto, this 4th day of June, 2013.

2203284 ONTARIO INC.

Per: 

Name: Louie Santaguida

Title: President

I have the authority to bind the corporation

LRO # 62 Transfer By Religious Organization

In preparation on 2013 06 03 at 14:44

This document has not been submitted and may be incomplete.

yyy mm dd Page 1 of 1

Properties

PIN 17171 - 0009 LT **Interest/Estate** Fee Simple

Description PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON

Address 98 JAMES ST S
HAMILTON

Consideration

Consideration \$ 610,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name TRUSTEES OF THE JAMES STREET BAPTIST CHURCH
Acting as a company

Address for Service

The signing trustees are all the trustees of the religious organization or are sufficient in number to bind the said religious organization and all relevant provisions of the Religious Organizations' Land Act have been complied with.

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

Name 2203284 ONTARIO INC.
Acting as a company

Address for Service 93 Skyway Avenue
Unit 104
Toronto, Ontario
M9W 6N6

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

Calculated Taxes

Provincial Land Transfer Tax \$7,625.00

File Number

Transferee Client File Number : 36305

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 17171 - 0009 PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON

BY: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

TO: 2203284 ONTARIO INC.

%(all PINs)

1. I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- ☒ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 2203284 ONTARIO INC. described in paragraph(s) (a) above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	610,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	610,000.00
(h) VALUE OF ALL CHATTELS - Items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	610,000.00

PROPERTY Information Record

A. Nature of Instrument: Transfer By Religious Organization
LRO 62 Registration No. Date:

B. Property(s): PIN 17171 - 0009 Address 98 JAMES ST S Assessment 2518020 - 13905010
HAMILTON Roll No

C. Address for Service: 93 Skyway Avenue
Unit 104
Toronto, Ontario
M9W 6N6

D. (i) Last Conveyance(s): PIN 17171 - 0009 Registration No.
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☒ No ☐ Not known ☐

ACKNOWLEDGMENT AND DIRECTION

TO: All Lawyers within the firm of Schneider Ruggiero LLP and any and all of its designees

Re: **Vendor:** Trustees of the James Street Baptist Church
Purchaser: 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario
Closing Date: June 4, 2013

This will confirm that:

1. The undersigned has reviewed the information contained on the document attached hereto and confirms this information is accurate;
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DATED at Toronto, this 4th day of June, 2013.

2203284 ONTARIO INC.

Per: 

Name: Louie Santaguida

Title: President

I have the authority to bind the corporation

LRO # 62 Transfer By Religious Organization

In preparation on 2013 06 03 at 14:44

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

Properties

PIN 17171 - 0009 LT Interest/Estate Fee Simple

Description PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA69712; CITY OF HAMILTON

Address 98 JAMES ST S
HAMILTON

Consideration

Consideration \$ 610,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name TRUSTEES OF THE JAMES STREET BAPTIST CHURCH
Acting as a company

Address for Service

The signing trustees are all the trustees of the religious organization or are sufficient in number to bind the said religious organization and all relevant provisions of the Religious Organizations' Land Act have been complied with.

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

Name 2203284 ONTARIO INC.
Acting as a company

Address for Service 93 Skyway Avenue
Unit 104
Toronto, Ontario
M9W 6N6

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

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Calculated Taxes

Provincial Land Transfer Tax \$7,625.00

File Number

Transferee Client File Number : 36305

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 17171 - 0009 PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN H459712; CITY OF HAMILTON

BY: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

TO: 2203284 ONTARIO INC.

%(all PINs)

1. I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
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- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposited to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

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(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	610,000.00

PROPERTY Information Record

A. Nature of Instrument: Transfer By Religious Organization
LRO 62 Registration No. Date:

B. Property(s): PIN 17171 - 0009 Address 98 JAMES ST S Assessment 2518020 - 13905010
HAMILTON Roll No

C. Address for Service: 93 Skyway Avenue
Unit 104
Toronto, Ontario
M9W 6N6

D. (i) Last Conveyance(s): PIN 17171 - 0009 Registration No.
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☒ No ☐ Not known ☐

ACKNOWLEDGMENT AND DIRECTION

TO: All Lawyers within the firm of Schneider Ruggiero LLP and any and all of its designees

Re: **Vendor:** Trustees of the James Street Baptist Church
Purchaser: 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario
Closing Date: June 4, 2013

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DATED at Toronto, this 4th day of June, 2013.

2203284 ONTARIO INC.

Per: 

Name: Louie Santaguida

Title: President

I have the authority to bind the corporation

LRO # 62 Transfer By Religious Organization

In preparation on 2013 06 03 at 14:44

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

Properties

PIN 17171 - 0009 LT Interest/Estate Fee Simple

Description PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON

Address 98 JAMES ST S
HAMILTON

Consideration

Consideration \$ 610,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name TRUSTEES OF THE JAMES STREET BAPTIST CHURCH
Acting as a company

Address for Service

The signing trustees are all the trustees of the religious organization or are sufficient in number to bind the said religious organization and all relevant provisions of the Religious Organizations' Land Act have been complied with.

Transferee(s)*Capacity**Share*

Name 2203284 ONTARIO INC.
Acting as a company

Address for Service 93 Skyway Avenue
Unit 104
Toronto, Ontario
M9V 6N6

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

Calculated Taxes

Provincial Land Transfer Tax \$7,625.00

File Number

Transferee Client File Number: 36305

2013/06/03 14:44

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 17171 - 0009 PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON

BY: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

TO: 2203284 ONTARIO INC.

%(all PINs)

1. I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
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- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for ____ described in paragraph(s) () above.
- ☒ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 2203284 ONTARIO INC. described in paragraph(s) (a) above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of ____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposited to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	610,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	610,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	610,000.00

PROPERTY Information Record

A. Nature of Instrument: Transfer By Religious Organization

LRO 62 Registration No.

Date:

B. Property(s): PIN 17171 - 0009 Address 98 JAMES ST S
HAMILTON

Assessment 2518020 - 13905010
Roll No

C. Address for Service: 93 Skyway Avenue
Unit 104
Toronto, Ontario
M9W 6N6

D. (i) Last Conveyance(s): PIN 17171 - 0009 Registration No.

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☒ No ☐ Not known ☐

DIRECTION RE TITLE

TO: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

AND TO: CONFENTE, GARCEA, their solicitor herein
SALVATORE GARCEA

Re: **Vendor:** Trustees of the James Street Baptist Church
Purchaser: 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario
Closing Date: June 4, 2013

WE HEREBY AUTHORIZE AND DIRECT you to engross the deed or transfer with respect to the above transaction as follows:

Full Name**Address For Service**

2203284 ONTARIO INC.

93 Skyway Avenue
Unit 104
Toronto, Ontario M9W 6N6

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

Dated at TORONTO, this 4th day of June, 2013.

2274889 ONTARIO INC.

Per: 

Name: Luigi Santaguida

Title: President

I have the authority to bind the corporation

K:\Clients O to Z\Santaguida, Luigi\2274889 Ontario Inc\Trustees of The James Street Baptist Church purchase 36305\Documents\Draft Documents\Direction re Title.docx - MT

DIRECTION RE TITLE

TO: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

AND TO: CONFENTE, GARCEA, their solicitor herein
SALVATORE GARCEA

Re: **Vendor:** Trustees of the James Street Baptist Church
Purchaser: 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario
Closing Date: June 4, 2013

WE HEREBY AUTHORIZE AND DIRECT you to engross the deed or transfer with respect to the above transaction as follows:

<u>Full Name</u>	<u>Address For Service</u>
2203284 ONTARIO INC.	93 Skyway Avenue Unit 104 Toronto, Ontario M9W 6N6

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

Dated at TORONTO, this 4th day of June, 2013.

2274889 ONTARIO INC.

Per:

Name: Louis Santaguida

Title: President

I have the authority to bind the corporation

K:\Clients O to Z\Santaguida, Luigi\2274889 Ontario Inc\Trustees of The James Street Baptist Church purchase 36305\Documents\Draft Documents\Direction re Title.docx - MT

DIRECTION RE TITLE

TO: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

AND TO: CONFENTE, GARCEA, their solicitor herein
SALVATORE GARCEA

Re: **Vendor:** Trustees of the James Street Baptist Church
Purchaser: 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario
Closing Date: June 4, 2013

WE HEREBY AUTHORIZE AND DIRECT you to engross the deed or transfer with respect to the above transaction as follows:

<u>Full Name</u>	<u>Address For Service</u>
2203284 ONTARIO INC.	93 Skyway Avenue Unit 104 Toronto, Ontario M9W 6N6

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

Dated at TORONTO, this 4th day of June, 2013.

2274889 ONTARIO INC.

Per: 

Name: Louie Santaguida

Title: President

I have the authority to bind the corporation

K:\Clients O to Z\Santaguida, Luigi\2274889 Ontario Inc\Trustees of The James Street Baptist Church purchase 36305\Documents\Draft Documents\Direction re Title.docx - MT

DIRECTION RE TITLE

TO: TRUSTEES OF THE JAMES STREET BAPTIST CHURCH

AND TO: CONFENTE, GARCEA, their solicitor herein
SALVATORE GARCEA

Re: Vendor: Trustees of the James Street Baptist Church
Purchaser: 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario
Closing Date: June 4, 2013

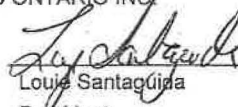
WE HEREBY AUTHORIZE AND DIRECT you to engross the deed or transfer with respect to the above transaction as follows:

<u>Full Name</u>	<u>Address For Service</u>
2203284 ONTARIO INC.	93 Skyway Avenue Unit 104 Toronto, Ontario M9W 6N6

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

Dated at TORONTO, this 4th day of June, 2013.

2274889 ONTARIO INC.

Per: 
Name: Louis Santaguida
Title: President

I have the authority to bind the corporation

K:\Clients O to Z\Santaguida, Luigi\2274889 Ontario Inc\Trustees of The James Street Baptist Church purchase 36305\Documents\Draft Documents\Direction re Title.docx - MT

ACKNOWLEDGMENT AND DIRECTION

TO: All Lawyers within the firm of Schnelder Ruggiero LLP and any and all of its designees

Re: **Mortgagee** Mary Lou Santaguida
Mortgagor 2203284 Ontario Inc.
Property Address: 98 James Street South, Hamilton, Ontario

This will confirm that:

1. The undersigned has reviewed the information contained on the document attached hereto and confirms this information is accurate;
2. You are authorized and directed to register electronically, on the undersigned's behalf, the following:
 - i) Charge/Mortgage of Land in favour of Mary Lou Santaguida, securing the principal sum of \$1,500,000.00
 (the "Document(s)") and a copy the Document(s) is/are attached hereto for identification purposes;
3. The effect of the electronic Document(s) described in this Acknowledgment and Direction has been fully explained to the undersigned and understand that it is a party to and is bound by the terms and provisions of the electronic Document(s) to the same extent as if the undersigned had signed this Acknowledgment and Direction;
4. You are hereby authorized and directed to insert any information that may be required in the Document(s) that may not be available to you at the time of execution of this Acknowledgment and Direction;
5. You are hereby authorized to make any minor, non-material alterations that may be required to effect certification of the Document(s) by the Land Registry Office;
6. In the event of any investigation by the Director of Land Registration appointed under subsection 6(1) of the Registry Act (the "Director") regarding suspected fraudulent or unlawful activity or registration in connection with the Document(s), the undersigned hereby consents to you releasing to the Director a true copy of this Acknowledgment and Direction, upon request by the Director;
7. The undersigned are, in fact, the party named in the electronic Document(s) described in this Acknowledgment and Direction and the undersigned have not misrepresented their identity to you; and
8. You are hereby authorized to rely on a telefaxed or electronically transmitted executed copy of this Acknowledgment and Direction as if it was an originally signed copy.

DATED at Toronto, this 6th day of June, 2013.

2203284 ONTARIO INC.


Per: 

Name: Louie Santaguida

Title: President

I have the authority to bind the corporation


 Witness


 Mary Lou Santaguida

LRO # 62 Charge/Mortgage

In preparation on 2013 06 06 at 09:57

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

Properties

PIN 17171 - 0009 LT Interest/Estate Fee Simple
 Description PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA58712; CITY OF HAMILTON
 Address 98 JAMES ST S
 HAMILTON

Chargor(s)

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

Name 2203284 ONTARIO INC.
 Acting as a company
 Address for Service 93 Skyway Avenue
 Unit 104
 Toronto, Ontario M9W 6N6

I, Louie Santaguida, President, have the authority to bind the corporation.

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

Chargee(s)

Capacity

Share

Name SANTAGUIDA, MARY LOU
 Acting as an individual
 Address for Service 93 Skyway Avenue
 Unit 104
 Toronto, Ontario M9W 6N6

→ 14 St. Margaret's Drive
 Toronto, ON M4N 2E5

Provisions

Principal \$ 1,500,000.00 Currency CDN
 Calculation Period Semi-Annually, Not in Advance
 Balance Due Date 2023/07/01
 Interest Rate 10.0%
 Payments
 Interest Adjustment Date 2013 07 01
 Payment Date
 First Payment Date
 Last Payment Date
 Standard Charge Terms 200033
 Insurance Amount full insurable value
 Guarantor

Additional Provisions

Open for pre-payment without notice or bonus. Chargee shall make payments towards the Principal amount due and owing to the Chargee in the amount of \$5,000.00 on each anniversary of the Interest Adjustment Date during the term of this Charge.

LRO # 62 Charge/Mortgage

Received as WE903381 on 2013 06 13 at 16:57

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

yyyy mm dd Page 1 of 2

Properties

PIN 17171 - 0009 LT **Interest/Estate** Fee Simple
Description PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON
Address 98 JAMES ST S
 HAMILTON

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 2203284 ONTARIO INC.
Address for Service 93 Skyway Avenue
 Unit 104
 Toronto, Ontario M9W 6N6

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

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

Name SANTAGUIDA, MARY LOU
Address for Service 14 St. Margarets Drive
 Toronto, ON M4N 2E5

Provisions

Principal \$1,500,000.00 **Currency** CDN
Calculation Period Semi-Annually, Not in Advance
Balance Due Date 2023/07/01
Interest Rate 10.0%
Payments
Interest Adjustment Date 2013 07 01
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor

Additional Provisions

Open for pre-payment without notice or bonus. Chargor shall make payments towards the Principal amount due and owing to the Chargee in the amount of \$5,000.00 on each anniversary of the Interest Adjustment Date during the term of this Charge.

Signed By

LRO # 62 Charge/Mortgage

Received as WE903381 on 2013 06 13 at 16:57

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

yyyy mm dd Page 2 of 2

Submitted By

Tel 416-363-2211

Fax 416-363-0645

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

ACKNOWLEDGEMENT AND DIRECTION
(98 James Street South, Hamilton)

TO: **MINDEN GROSS LLP**
Barristers & Solicitors

RE: 2203284 Ontario Inc. first mortgage/charge to Duca Financial Services Credit Union Ltd.
and Notice of Assignment of Rents – General secured against 98 James Street South,
Hamilton (collectively, "New Mortgage Security")

AND RE: Postponement of Interest with respect to Charge No. WE903381 and Notice No. WE1029640
in favour of the New Mortgage Security

This will confirm that:

1. I/We have reviewed the information set out on the document attached hereto for identification purposes: [Postponement of Interest], and that this information is accurate;
2. Any Registered User of the Teraview software at the law firm of Minden Gross LLP is authorized and directed to electronically sign the Document and to register the Document, all on the undersigned's behalf as well as any other instruments and/or documents required to complete the above noted registration;
3. Any Registered User of the Teraview software at the law firm of Minden Gross LLP is further authorized and directed to insert, complete, or amend any omitted or incorrect particulars in the Document which may be required or advisable for the proper registration or other recording of the Document and to insert, complete or amend any omitted or incorrect dates or other data in the Document which are inconsistent with the Transfers of the Property;
4. The effect of the electronic document(s) described in this Acknowledgement and Direction has been fully explained to me/us and I/we understand that I/we are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if I/we had signed these documents;
5. I/We are in fact parties named in the electronic documents described in this Acknowledgement and Direction and I/we have not misrepresented our identities to you;
6. In the event of an investigation into a fraudulent registration, you are authorized to release this Acknowledgement and Direction to the Director of Title for the Ministry of Government Services; and
7. This Acknowledgment and Direction may be executed and delivered by electronic transmission, including via facsimile or internet transmission. The addressee may rely on an executed copy delivered by electronic transmission as if it were an original document.

DATED this 7th day of ~~June~~^{July}, 2015.

Witness:

David Mathew Markowitz

Via FacTime


Mary Lou Santaguida, also known as
Mirella Maria Luisa Santaguida

LRO # 62 Postponement Of Interest

In preparation on 2015 06 24 at 15:24

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

Properties

PIN 17171 - 0009 LT

Description PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (8TH HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON

Address 98 JAMES ST S
HAMILTON**Source Instruments**

Registration No.	Date	Type of Instrument
WE903381	2013 06 13	Charge/Mortgage

Party From(s)

Name SANTAGUIDA, MARY LOU
Acting as an individual

Address for Service 14 ST. MARGARETS DRIVE TORONTO, ONTARIO
M4N 3E5

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

Party To(s)

Capacity

Share

Name DUCA FINANCIAL SERVICES CREDIT UNION LTD.
Acting as a company

Address for Service 5290 YONGE STREET
TORONTO, ONTARIO
M2N 5P9

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number
DUCACHARGE

Schedule: The applicant further postpones the rights under the selected instrument to the rights under a Notice of Assignment of Rents - General in favour of Duca Financial Services Credit Union Ltd. registered on July ____, 2015 as Instrument No. WE ____.

The applicant also postpones the rights under the Notice registered on April 30, 2015 as Instrument No. WE1029640 to DUCA Charge No. WE ____ registered on July ____, 2015 and Notice of Assignment of Rents - General in favour of Duca Financial Services Credit Union Ltd. registered on July ____, 2015 as Instrument No. WE ____.

This document relates to registration no.(s) WE903381 (CHARGE) AND WE1029640 (NOTICE)

File Number

Party To Client File Number : 4095670

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

Re: **Loan by Duca Financial Services Credit Union Ltd. ("Lender") to 2203284 Ontario Inc. ("Borrower") secured by assets located at 98 James Street South, Hamilton, Ontario ("Property") and as guaranteed by Luigi Santaguida ("Guarantor")**

And Re: **Postponement and Assignment of Claims against the Borrower and Postponement of Interest (re Charge No. WE903381 and Notice No. WE1029640) secured against the Property in favour of the Lender and the New Charge/Mortgage and New Assignment of Rents – General in favour of the Lender (collectively, "Postponement of Interest")**

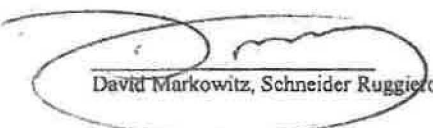
I, David Markowitz, DO HEREBY CERTIFY that I was consulted this day in my professional capacity by **Mirella Maria Luisa Santaguida also known as Mary Lou Santaguida ("Mary Lou")**, in connection with the following:

- (a) Postponement and Assignment of Claim;
 - (b) Acknowledgement and Direction re electronic registration of Postponement of Interest; and
 - (c) Acknowledgment re PPSA Financing Verification Statement
- (collectively, "Documents").

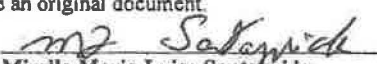
I confirm that I acted solely for her and explained fully the nature and effect of the Documents, and she did acknowledge and declare that she fully understood the nature and effect thereof and it appeared to me that she was executing the Documents of her own volition and without fear, threat, compulsion or influence by the Borrower, Guarantor or by any other person.

I further confirm that Mary Lou did not execute the Documents in my presence, but that she is a person known to me and I that witnessed Mary Lou sign the Documents over the video chat application 'FaceTime'.

DATED at Toronto this 7th day of July, 2015.


David Markowitz, Schneider Ruggiero LLP

I HEREBY ACKNOWLEDGE AND DECLARE that all statements made in the foregoing are true and correct and that neither the Borrower, nor any of its officers, employees or agents have used any undue influence to induce me to take the action mentioned in the foregoing and that David Markowitz, Solicitor, the writer of the foregoing, in advising me as stated therein, was consulted by me as my personal solicitor and in my interest only. This Acknowledgement may be executed and delivered by electronic transmission, including via facsimile or internet transmission in Portable Document Format (PDF). The Lender may rely on an executed copy of this Acknowledgement as if it were an original document.


Mirella Maria Luisa Santaguida
also known as Mary Lou Santaguida

#1

MORTGAGE AMENDING AGREEMENT

THIS AMENDING AGREEMENT, made as of the 1st day of April, 2015 (the "Effective Date").

BETWEEN:

2203284 ONTARIO INC.
(the "Chargor")

OF THE FIRST PART

-and-

MARY LOU SANTAGUIDA
(the "Chargee")

OF THE SECOND PART

WHEREAS:

- A. Pursuant to a Charge dated June 13th, 2013 (the "Charge"), by 2203284 Ontario Inc. (the "Borrower") as borrower, the Chargee made a loan to the Borrower upon the security, *inter alia*, of a Charge/Mortgage registered the 13th day of June, 2013 as Instrument No. WE903381 against the lands and premises legally described in the Charge; and
- B. The Borrower and the Chargee are desirous of amending the terms of the Charge as hereinafter provided from and after the date hereof;

NOW THEREFORE THIS AGREEMENT WITNESS that in consideration of the sum of Two Dollars (\$2.00) now paid by the Chargor to the Chargee and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree that the Charge is hereby amended from and including the date of registration of this Agreement, as follows:

1. The recitals herein are true and correct.
2. The principal amount of the Charge set out on the first page of the Charge is hereby amended to be increased from One Million, Five Hundred Thousand Dollars (\$1,500,000.00) to Four Million Dollars (\$4,000,000.00).
3. The interest rate of the Charge set out on the first page of the Charge is hereby amended to be decreased from Ten Percent (10.0%) to Eight Percent (8.0%) as of the Effective Date.
4. Continuing Security - The Charge shall, whether or not it secures a current or running account, be a general and continuing security to the Chargee for payment of the indebtedness in an amount not exceeding the amount secured by this Agreement and performance of the Chargor's other obligations under the Charge notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Chargee representing all or any part of the indebtedness outstanding at any particular time; and the Charge will not be deemed to have been redeemed or become void as a result of any such event or circumstance.
5. The Chargor and the Chargee hereby consent to the provisions of this Agreement and agree to be bound thereby. The Chargor and the Chargee acknowledge and confirm that the Charge, as amended by this Agreement and any other security to which the Chargor is a party given in connection with the Charge constitute and shall continue to constitute legal, valid and binding obligations of the Chargor, enforceable in accordance with their respective terms.
6. If any provision hereof is determined to be void, voidable or unenforceable in whole or in part, such determination shall continue to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it is determined to be void, voidable or unenforceable.
7. All other security documents given in connection with the Charge are hereby amended to reflect the terms set out herein as the context may require.
8. In all respects other than as expressly amended hereby, the parties confirm the terms and conditions contained in the Charge.
9. The Borrower hereby covenants with the Chargee to pay the principal and interest at the rate and in the manner set out in the Charge, as amended herein, and to keep, observe, perform and fulfill all the covenants, provisos and agreements contained in the Charge as amended.

10. Nothing herein contained shall affect or prejudice the rights of the Chargee as against the Borrower or as against any collateral which the Chargee may now or hereafter hold to secure the debt or any part thereof.
11. Nothing herein contained shall create any merger or derogate from the rights of the Chargee as against any subsequent encumbrancer or other person interested in the real property, nor affect the liability of any person not a party hereto who may be liable to pay the said mortgage money or the rights of any such person, all of which rights are hereby reserved.
12. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
13. The Chargor and the Chargee hereby agree to execute and deliver or cause to be done, executed and delivered all such further acts, documents and things as the Chargee may reasonably require or request for the purpose of giving effect to this Agreement and each and every provision hereof.
14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument. Signature and acknowledgment pages may be detached from multiple counterparts and attached to a single counterpart so that all signature acknowledgment pages are physically attached to the same instrument.
15. An executed copy or counterpart of this document may be transmitted by facsimile machine or email transmission and the transmitted copy or counterpart may be executed and/or amended by the receiving party and transmitted to the other party. Execution or other amendment of a transmitted copy or counterpart shall be binding as execution or amendment of an original copy. Each party undertakes to provide the other with a copy of this Agreement bearing original signatures within a reasonable time after the date hereof.

DATED this 1st day of April, 2015.

2203284 ONTARIO INC.

Per:

Name:

Title


Louis Santaguida
President

I have authority to bind the corporation

DATED this 1st day of April, 2015.


Mary Lou Santaguida

LRO # 62 Notice

Received as WE1029640 on 2015 04 10 at 11:52

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

yyyy mm dd Page 1 of 4

Properties

PIN 17171 - 0009 LT

Description PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON

Address 98 JAMES ST S
HAMILTON

Consideration

Consideration \$ 2.00

Applicant(s)

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

Name 2203284 ONTARIO INC.

Address for Service 93 Skyway Avenue
Unit 104
Toronto, Ontario
M9W 6N6

I, Louie Santaguída, President, have the authority to bind the corporation.

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

Party To(s)

Capacity

Share

Name SANTAGUIDA, MARY LOU

Address for Service 14 St. Margaret's Drive
Toronto, ON M4N 2E5

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

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, WE903381 registered on 2013/06/13 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration no.(s)WE903381, WE998974

Signed By

Davide Joseph Di Iulio	1000-120 Adelaide St. W. Toronto M5H 3V1	acting for Applicant(s)	Signed	2015 04 10
Tel 416-363-2211				
Fax 416-363-0645				

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

Submitted By

SCHNEIDER RUGGIERO LLP	1000-120 Adelaide St. W. Toronto M5H 3V1	2015 04 10
Tel 416-363-2211		
Fax 416-363-0645		

RESOLUTION OF THE DIRECTOR

OF

2203284 ONTARIO INC.
(the "Corporation")

RESOLUTION IN WRITING of the Directors of 2203284 Ontario Inc. (the "Corporation") dated this 1st day of April 2015.

BACKGROUND:

- A. The Corporation is a corporation organized and operating under the laws of the Province of Ontario.
- B. The Directors consider that it is in the best business interest of the Corporation to enter into the mortgage amending agreement.

IT WAS RESOLVED THAT:

1. The directors are authorized to enter into the following mortgage amendment agreement:


Marylou Santaguida for an amount of \$4,000,000 (Four Million).

Any one officer or director is authorized to execute the agreement on behalf of the Corporation.

2. Any one director or officer of the Corporation is authorized to sign all the documents and perform such acts as may be necessary to give effect to the above resolution.

The forgoing resolution is hereby passed by the shareholder of the Corporation pursuant to the *Business Corporations Act (Ontario)*, as evidenced by the signatures hereto of the shareholder.

DATED the 1st day of April, 2015.

Per: 
Name: Louie Santaguida
Title: Director & President

I have the authority to bind the Corporation

RESOLUTION OF THE DIRECTOR**OF****2203284 ONTARIO INC.
(the "Corporation")**

RESOLUTION IN WRITING of the Directors of 2203284 Ontario Inc. (the "Corporation") dated this 6th day of June 2013.

BACKGROUND:

- A. The Corporation is a corporation organized and operating under the laws of the Province of Ontario.
- B. The Directors consider that it is in the best business interest of the Corporation to enter into the mortgage.

IT WAS RESOLVED THAT:

1. The directors are authorized to enter into the following mortgage:

Marylou Santaguida for an amount of \$1,500,000 (One Million Five Hundred Thousand).

Any one officer or director is authorized to execute the agreement on behalf of the Corporation.

2. Any one director or officer of the Corporation is authorized to sign all the documents and perform such acts as may be necessary to give effect to the above resolution.

The forgoing resolution is hereby passed by the shareholder of the Corporation pursuant to the *Business Corporations Act (Ontario)*, as evidenced by the signatures hereto of the shareholder.

DATED the 6th day of June, 2013.

Per: 
Name: Louie Santaguida
Title: Director & President

I have the authority to bind the Corporation

CORPORATE RESOLUTION

AUTHORIZING THE EXECUTION OF INDEMNITY AGREEMENT

RESOLUTION OF THE BOARD OF DIRECTORS OF 2203284 ONTARIO INC. (the "Corporation")

WHEREAS the Corporation as Principal has applied or may hereafter apply to **THE GUARANTEE COMPANY OF NORTH AMERICA** (the "Surety") for surety bond(s); and

WHEREAS the Surety requires the written indemnity of the Corporation and certain security interests in the assets of the Corporation as a condition of providing or not cancelling such bond(s); it is

RESOLVED THAT:

1. the Corporation be and hereby is authorized to enter into and perform its obligations under the Indemnity and Security Agreement (the "Indemnity Agreement") in favour of the Surety (and on the Surety's standard form) to indemnify the Surety and to grant certain security interests in the assets of the Corporation to the Surety;
2. the execution and delivery of the Indemnity Agreement for and in the name and on behalf of the Corporation (under its corporate seal or otherwise) by any officers or directors of the Corporation, be and is hereby authorized or ratified, as the case may be; and
3. any officer of the Corporation or any solicitor acting for the Corporation be and is hereby authorized and directed for and on behalf of the Corporation to do all such acts and things and to execute and deliver for and in the name and on behalf of the Corporation (under its corporate seal or otherwise) all agreements and documents (including certificates, declarations, affidavits, reports and opinions) as he or she determines to be necessary or advisable, or as the Surety may reasonably require, for the purpose of giving effect to these resolutions, the doing of such acts and things and the execution of such agreements and documents being conclusive evidence of such determination.

Resolution duly passed by sole the director of the Corporation in the manner authorized by law and which is now in full force and effect, unamended as of the date hereof.

SIGNED this 29th day of October, 2014.


Luigi Santaguida

**RESOLUTION OF THE DIRECTOR(S)
OF
2203284 ONTARIO INC.**

BE IT RESOLVED THAT:

1. 2203284 Ontario Inc. (the "**Corporation**") be and it is authorized to perform the obligations of the Corporation under a Commitment Letter with The Guarantee Company of North America (the "GCNA") dated September 16, 2014 as it may be amended, superseded or replaced from time to time (the "**Commitment Letter**").
2. To evidence and secure its obligation to GCNA under the Commitment Letter, the Corporation is authorized to execute and deliver to Westmount:
 - (a) the Commitment Letter;
 - (b) Deposit Trust Agreement made between the Corporation as principal, GCNA, as surety, and Schneider Ruggiero LLP, Barristers and Solicitors as escrow agent;
 - (c) Indemnity Agreement made between the Corporation as principal, Marylou Santaguida, as indemnitor, and GCNA, as surety;
 - (d) Taron Warranty Corporation Bond No. TM5120099 in the amount of \$5,180,000.00;
 - (e) A Charge/Mortgage of Land in the principal amount of \$5,180,000.00 registered against the property of the Corporation located at 98 James Street South, Hamilton, Ontario, and legally described within PIN 17171-0009 (LT); and
 - (f) all other documents contemplated by the Commitment Letter,
3. copies of which have been reviewed by the directors of the Corporation. The foregoing documents are hereinafter referred to as the "**Security Documents**".
4. Any officer or director of the Corporation is hereby authorized to execute and deliver the Security Documents and all other documents necessary to give effect thereto in the name and on behalf of the Corporation under its corporate seal or otherwise, with such amendments or variations as such officer may approve, such approval to be conclusively proved by the execution thereof.
5. Any officer or director of the Corporation is hereby authorized in the name and on behalf of the Corporation to execute and deliver all such further deeds and documents and do all such acts and things as he/she may determine to be necessary or desirable to give effect to this resolution, such determination to be conclusively proved by the execution and delivery of such further deeds and documents and the doing of such acts or things."

Resolution duly passed by sole the director of the Corporation in the manner authorized by law and which is now in full force and effect, unamended as of the date hereof.

SIGNED this 29th day of October, 2014.



 Luigi Santaguida

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
2203284 ONTARIO INC.
("Corporation")**

WHEREAS DUCA Financial Services Credit Union Ltd. ("**Lender**") has agreed to extend a loan or establish one or more credit facilities (collectively, "**Loan**") in favour of the Corporation on the terms and subject to the conditions set out in a letter of commitment dated June 22, 2015, as amended from time to time (collectively, "**Commitment**"), a copy of which is annexed hereto;

AND WHEREAS the Corporation has agreed to provide to the Lender certain mortgages, charges, assignments and security agreements in order to secure the Loan;

NOW THEREFORE IT IS RESOLVED AS FOLLOWS:

1. The entering into of the Commitment by the Corporation, the execution of the Commitment for and on behalf of the Corporation and the delivery of the Commitment to the Lender are ratified, approved and confirmed.
2. The Corporation is authorized to fulfil and perform all of its agreements and obligations set out in the Commitment.
3. The Corporation is authorized to enter into and to perform its agreements and obligations set out in, and to encumber its property and assets in the manner contemplated by, each of the following (hereinafter collectively called the "**Loan Documents**"):
 - (a) Charge/Mortgage of Land
 - (b) Notice of Assignment of Rents - General
 - (b) General Security Agreement
 - (c) Non-Merger Acknowledgement
 - (d) Environmental Indemnity
4. Any director or officer of the Corporation is authorized and directed:
 - (a) to execute and to deliver the Loan Documents and all agreements, instruments and other documents as he, in his sole discretion, considers necessary, desirable or useful in connection with the Loan, each to be in such form and content as he may approve, his signature thereto to be conclusive evidence of such approval; and
 - (b) to do all such further acts and things and give such further assurances as he, in his sole discretion, considers necessary, desirable or useful in connection with the Loan.

DATED AT TORONTO, ONTARIO, this ____ day of July, 2015 by:


Louie Santaguida
Director

**INTERIM CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
98 JAMES STREET SOUTH
HAMILTON, ONTARIO**

This Agreement is made as at the 1st day of March, 2014 between:

2203284 ONTARIO INC., a company incorporated under the laws of the Province of Ontario and having its registered office at Suite 104, 93 Skyway Avenue, Toronto, Ontario M9W 6N6 (hereinafter the "**Owner**")

- and -

2274889 ONTARIO INC., a company incorporated under the laws of the Province of Ontario and having its registered office at 415 The Westway, P.O. Box 12516, Weston, Ontario M9R 4C7 (hereinafter the "**Manager**")

WHEREAS the Owner is the registered owner of lands and building located at 98 James Street South, in the City of Hamilton, Ontario (the "**Property**") acquired for the purposes of a re-development and construction of a 30 storey condominium project to include historical preservation of the existing structure (the "**Project**");

AND WHEREAS as pre-construction activities on the Property will include protection of the site, restriction of access, control over egress, partial demolition of the building together with removal of debris, review of below grade conditions, geo-technical activities and co-ordination with City and governmental authorities;

AND WHEREAS the Manager has the skills and ability to undertake the co-ordination, supervision and management of the pre-construction activities (herein subsequently defined as "**Services**") in anticipation of the re-development of the Property and the Owner wishes to engage the Manager for such purpose,

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES and agreements herein set out, and the observance and performance by the Manager of the obligations identified for the compensation provided, the parties agree as follows:

1. The recitals are true in substance and in fact and form an integral part of this Agreement.
2. For the purposes hereof, "**Services**" shall include, without limitation, erection of protective fencing and pedestrian hoarding; installation of signage in accordance with local by laws; placement of insurance; demolition activities as more particularly described herein; co-ordination of geo-technical, below grade activities including geo-thermal inspection and construction, compliance with zoning and by law requirements; all other pre-construction

activities; and liaison with the general contractor or permanent construction manager appointed with by the Owner.

3. The Manager warrants and represents to the Owner, and acknowledges that the Owner is relying upon such representations and warranties in entering into this Agreement, that it has the ability, expertise and financial resources to undertake co-ordinate, supervise and manage delivery of the Services, including the supervision of the controlled, partial demolition of the building as currently exists on the Property and geo-thermal review and installation.
4. The Consultant confirms that it has reviewed the contract entitled "Terms and Conditions for Partial Demolition" (attached hereto as Schedule "A") that provide the underlying provisions for the observance and performance by the contractor selected by the Owner for such demolition. The Manager shall be responsible to ensure compliance by the contractor with such Terms and Conditions, including the preparation and delivery of the "Method Statement" in connection with the demolition practices as set out under Section 2.1.1 of the Terms and Conditions.
5. From time to time the Owner shall enter into other contracts for scope of work related to pre-construction activities as described herein, the co-ordination for performance and completion of such contract which contracts shall form part of the Services hereunder. A copy of each such contract or scope of work requirements will be delivered to the Manager following execution.
6. The term of this Agreement for Services shall commence on or about the 1st day of March, 2014 and is anticipated to be completed by 29th day of February, 2016, or such earlier or later date as may be required for the appointment of a general contractor or construction manager (the "Term").
7. As part of the Services provided, the Manager shall work with the Owner and provide liaison to the appointed general contractor or construction manager for a period of up to two (2) weeks following its appointment.
8. It is the Owner's expectation that the demolition activities shall be performed and completed prior to June 30th, 2014.
9. At the request of the Owner, the Manager shall provide a summary of all activities that are co-ordinated in accordance with the Services provided.
10. The Manager shall be paid an aggregate fee (the "Fee") of \$ 750,000 (plus HST), which shall accrue to the Manager on a monthly basis equally over the Term, but be payable in accordance with the provisions of Schedule "B".

11. The Manager shall be responsible for ensuring (i) compliance with all reporting obligations to the Ministry of Labour, such as registration of constructors; notice of project; date of last supply for contractor services; (ii) compliance with WSIB and WHIMS requirements; (iii) compliance with the Ministry of the Environment; and (iv) compliance with all municipal, governmental or other regulatory bodies.
12. This Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable thereto.
13. This Agreement is the entire agreement between the parties, and there are no other representations, warranties or covenants, whether express or implied, save as expressly provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as at the date first written, by:

2203284 ONTARIO INC.



per:

Name: Louie Santaguida

Title: President

(I have authority to bind the Corporation)

2274889 ONTARIO INC.



per:

Name: MaryLou Santaguida

Title: President

(I have authority to bind the Corporation)

SCHEDULE "A"
TO CONSTRUCTION MANAGEMENT INTERIM AGREEMENT

**TERMS AND CONDITIONS FOR
PARTIAL DEMOLITION**

**SCOPE OF WORK AND METHODOLOGY
PARTIAL BUILDING DEMOLITION
98 JAMES STREET SOUTH
HAMILTON, ONTARIO
FOR**

**2203284 Ontario Inc.
93 Skyway Ave. Unit 104
Etobicoke, Ontario M9W 6N6**

November 2013

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2. BUILDING DEMOLITION

2.1 GENERAL

2.1.1 Scope of Work

- 1 This Part specifies procedures and requirements for demolition and removal of buildings, structures and related service utilities. The scope of demolition or retention work is specified for three categories of demolition:

- (a) Standard Demolition - typical type demolition work
- (b) Special Demolition - demolition of partially collapsed or unsafe structures
- (c) Selective Demolition - demolition required for alteration or expansion

type work

- 2 The building at 98 James Street South in Hamilton Ontario shall be partially demolished keeping the east tower (Front Façade along James Street (as indicated on the MSA drawings, dated 13/09/13 - AA001, AB200, AK100).

- 3 All services will be disconnected and made safe and will be re-checked by the site supervisor prior to the commencement of any demolition. (Gas, Water, Hydro, Cable, Phone, Mechanical).
- 4 Any shoring required to support the building that remains shall be completed prior to demolition. A structural engineer (the "Engineer") licensed to practise in Ontario shall sign off that the building is capable of standing on its own. Any and all weather proofing of the building which remains shall be completed.
- 5 The building which remains shall be isolated by hand from the building being demolished. This includes all materials that are joined between the two areas such as flooring and joists. This work shall be completed prior to structural demolition or during the hand demolition process. All combustible materials remaining in the isolated building shall be stripped and removed off site.
- 6 In general all non-structural building components are removed first and sorted based on material type; any remaining exposed structural components are then removed. This will occur in small areas and will be completed prior to moving to another area. All unstable building structures will be removed once identified.
- 7 All materials (wood, concrete, brick, and steel) will be separated during the demolition and placed aside for loading into trailers and containers that will be transported off site to be recycled or dumped at landfill.
- 8 As per Heritage Permit HP2013-060, the removal of a minimum of 1,200 square feet (111 square metres) of exterior stone façade throughout the proposed demolished area of the building is to be removed, salvaged and stored on site for re-use, to be incorporated into the proposed new building and the restoration of the retained east tower.
- 9 As per Heritage Permit HP2013-060, the removal, salvage and storage of the existing rose window on the west elevation (as per MSA drawings, dated 13/09/12 – AK100) shall be undertaken prior to the commencement of any demolition.
- 10 As per Heritage Permit HP2013-060, the removal, salvage and storage of the existing stained glass window on the north elevation, and the door frame, hardware and associated glass (as per MSA drawings, dated 13/09/12 – AK100), shall be undertaken prior to the commencement of any demolition.
- 11 As per Heritage Permit HP2013-060, the removal, salvage and storage of the existing stained glass window on the south elevation, and the 2 pinnacles (as

per MSA drawings, dated 13/09/12 – AK100) shall be undertaken prior to the commencement of any demolition.

- 12 The Contractor shall disconnect, remove, collect and store on site all ceiling light fixtures found in the church sanctuary.

2.1.2 References

- 1 The following drawings were used for application of a demolition permit through the City of Hamilton:
 - (a) AA001 (Site Plan, Legend, Abbreviations, Existing Conditions) – dated 13/09/13
 - (b) AB200 (Existing / Demolition Floor Plan, Second & Mezzanine Level) – dated 13/09/13

2.1.3 General Requirements

- 1 Unless otherwise indicated in the Project Documentation or directed by the Engineer, the Contractor is to complete the demolition and removal of buildings and structures together with all, piers, partitions and columns, and associated service utilities, while retaining the foundation walls, slab on grade, and the east tower as indicated on the reference drawings.
- 2 The demolition is to be carried out in a planned and safe sequence, generally in reverse order of erection, reducing the shell of the building in small lifts.
- 3 The Contractor is responsible for the removal and disposal of all debris resulting from demolition work.
- 4 Upon hand over of the Site to the Contractor, the Contractor shall take over and assume all responsibility of the building to be demolished.
- 5 The Contractor is to inspect each building or part thereof it is to remove or partially remove and determine the work involved and the equipment and the materials required for the specified demolition work.
- 6 The Owner may request the Contractor to provide a methodology and procedures as part of its tender package in conjunction with its written quotation.

2.2 STANDARD DEMOLITION

2.2.1 Method Statement

- 1 The Contractor is to prepare a method statement which shall detail all aspects proposed demolition work and associated procedures before commencing any demolition work. The method statement shall be approved by the Engineer before any demolition work commences. The Method Statement is to incorporate the requirements of Part 2 of this Section.
- 2 The Contractor shall establish whether any stressed components are present in the structure. The Contractor shall include a complete statement of its proposed method of demolition of such components in its method statement.
- 3 The Contractor shall establish whether any of the walls of the structure to be demolished are load bearing and shall establish whether cross walls are bonded into the abutting walls. The Contractor shall identify such walls in its method statement.

2.2.2 Execution

- 1 The Contractor shall completely demolish and remove those portions of the building and structure, including all services related or connected thereto, as noted below:
 - (a) to minimum depth of 900 mm below finished grade in areas new paving is to be placed unless greater depth is required for installation of new utility service lines.
 - (b) to full depth within an area defined by hypothetical lines located 1.5 m outside building lines of new structures.
 - (c) to minimum depth of 600 mm below finished grade in all other areas unless greater depth is required for installation of new utility service lines.
- 2 Debris, including brick, concrete, stone, metals and similar materials are to become the property of contractor and be disposed of by it off the Site. Concrete slabs below grade that do not require removal from the site are to be maintained and kept in their original state.
- 3 The Contractor is to conduct its operations in such a manner as to avoid danger to persons and property. Once demolition work has started on any building, the work on that building is to be continued to completion, promptly and expeditiously.

- 4 Where building basements exist and the area(s) is (are) not to be reused, all debris is to be removed from the basement areas and excluding concrete floors.
- 5 Concrete slabs resting on earth and forming footpaths, driveways, or the basement of buildings are to be kept and not removed from the Site unless otherwise specified in the Project Documentation.
- 6 The Contractor is responsible for removing any additional small "out" buildings or miscellaneous structures that have not been indicated in the Project Documentation unless otherwise instructed by the Engineer.
- 7 Immediately upon award of the Contract and prior to the demolition of any structures, the Contractor is required to paint or stencil in contrasting colours of an oil or lead-based paint "BUILDING TO BE DEMOLISHED" on all four sides of each residential building and on two opposite sides of other structures in Arabic and English. The signs are to be positioned in a prominent location on the structure so that they can be easily seen and read, and at a sufficient height to prevent defacing.
- 8 Existing storage tanks on the Site or within the building to be demolished are to be removed and disposed of by the Contractor in accordance with Ministry of Environment Regulations. The Contractor is to take all necessary precautions during the removal of the fluid within the tanks. Where tanks are removed, the Contractor is to backfill the resulting void with the fine aggregate and compacted.
- 9 Structures designated to become the property of the Contractor are to be removed from the Site.
- 10 Operations necessary for the removal of an existing structure or obstruction, which may damage new construction, are to be completed prior to placing the new work unless otherwise specified in the Project Documentation.
- 13 Where trees have been designated to remain, but are a hindrance to demolition work, the Contractor is to, at his own expense, temporarily relocate such trees and provide all maintenance as necessary until such time as replanting is feasible.

2.3 UTILITY SERVICES

2.3.1 Demolition Related Work

- 1 The Contractor is to arrange for the disconnection of all utilities that serve the building in accordance with the respective requirements and regulations of the relevant authority.

- 2 The Contractor shall liaise directly with the service utility authorities to assertion correct procedures and safe working practices related to disconnection of each particular utility service.
- 3 The Contractor is to disconnect and properly seal, in a manner approved by the relevant authority and the Engineer, all sewer outlets that serve buildings to be demolished. The Contractor will keep the Engineer informed of its plans for the performance of any work in connection with the sealing off of such outlets in order that proper inspection may be provided at the time the work is performed.
- 4 Demolition of utilities shall be in accordance with utility and municipal requirements, unless otherwise required by the Project Documentation.
- 5 The Contractor shall demolish and remove external utility service lines as follows:
 - (a) abandoned portions of utility lines located outside areas of new buildings, or new roads, footpaths and parking areas that are less than 650 mm below proposed finished ground levels
 - (b) abandoned portions of utility lines which occur within areas of new buildings, roads, footpaths and parking areas
 - (c) abandoned utility lines that would interfere with installation of new utility lines
 - (d) other abandoned lines not specified that interface with performance of the work of this contract.
- 6 Unless otherwise stated elsewhere in the Project Documentation, the point of disconnection of utility services shall be at a point agreed with by the utility owner.
- 7 The Owner shall supply all material and the Contractor shall be responsible to erect and protect the Horizon Hydro Transformers located on the south west corner of the building in the parking laneway. This protection shall be maintained for the duration of the demolition, and until the Contractor's scope of work is completed.

2.4 SPECIAL DEMOLITION

2.4.1 Scope

- 1 This Clause specifies the requirements and precautions to be taken where demolition and removal of materials is required within a building or structure which is partially collapsed or considered unsafe.
- 2 As per Heritage Permit HP2013-060, the removal of a minimum of 1,200 square feet (111 square metres) of exterior stone façade throughout the proposed demolished area of the building, to be removed, salvaged, and stored on site for re-use, to be incorporated into the proposed new building and the restoration of the retained east tower.
- 3 As per Heritage Permit HP2013-060, the removal, salvage and storage of the existing rose window on the west elevation (as per MSA drawings, dated 13/09/12 – AK100), shall be undertaken prior to the commencement of any demolition.
- 4 As per Heritage Permit HP2013-060, the removal, salvage and stored of the existing stained glass window on the north elevation, and the door frame, hardware and associated glass (as per MSA drawings, dated 13/09/12 – AK100), shall be undertaken prior to the commencement of any demolition.
- 5 As per Heritage Permit HP2013-060, the removal, salvage and storage of the existing stained glass window on the south elevation and the 2 pinnacles (as per MSA drawings, dated 13/09/12 – AK100), shall be undertaken prior to the commencement of any demolition.

2.4.2 General Requirements

- 1 Where demolition is to be done within a partially collapsed or unsafe building, additional site specific investigations will need to be made by qualified engineers or specialists to determine if temporary shoring or other measures must be taken for safety of workers, the public or other adjacent structures of properties. The Contractor is responsible for arranging for such investigations to be made before any demolition work commences. The Contractor shall incorporate the findings and results of the investigation in its method statement. The cost of any specific investigations, as described in this paragraph, shall be borne by the Contractor unless otherwise stated in the Project Documentation.
- 2 A physical barrier shall be erected between public area and the building being demolished, in accordance to the following:

- (a) A covered walkway with a width of (1.5m minimum and 2.4 high minimum) protected from any and all falling debris from above shall be erected along the entire frontage of the property on James Street South for the term of the demolition process.
- (b) Hoarding with a height of 2.4m at the driveway entrance off of James Street South, unto the subject site and protected from the pedestrians.
- (c) A moveable fence with a height of 2.4m covering the entrance off of Jackson Street and along the side of the subject property, with access gates from the rear and front of the property, for the term of the demolition process.
- (d) Hoarding and protection of any utilities that will not be removed or relocated on the site (hydro vault, fire hydrant, cable and telephone panels).

2.5 SELECTIVE DEMOLITION

2.5.1 Scope

- 1 This Clause specifies the requirements and precautions to be taken where only parts of the interior or exterior of buildings are to be demolished, removed or replaced. This may include renovation or remodelling work, additions or expansions.

2.5.2 Method Statement

- 1 The requirements as set forth by Clause 2.2.1 of this Section will apply unless stated otherwise in the Project Documentation.

2.5.3 General Requirements

- 1 Demolition work in alterations are to be undertaken with the maximum consideration for the surrounding structure and are to be limited to the minimum required in order to carry out the work. The manner and order of the work, including the design and provision of any supports and other safety precautions, will be the Contractor's responsibility and shall be fully detailed in the method statement.
- 2 The design of any shoring and supports necessary to maintain the stability of any structure retained after the demolition of adjoining property are to be submitted to the Engineer for approval. The responsibility for the sufficiency of the design is to rest with the Contractor, notwithstanding the approval of the Engineer.

SCHEDULE "B"

In consideration of the Manager's performance of Services, the Owner shall pay the Fee in accordance with the terms and timing set out:

- a. a monthly amount of \$23,437.50 commencing the 1st day of April, 2014, based upon an allocation representing 75% of the aggregate Fee payable (being \$562,500.00), and payable *pro rata* over the Term of this Agreement;
- b. a lump sum payment of \$112,500.00 representing 15% of the Fee payable within thirty (30) days following completion of the partial demolition and satisfaction of the Terms and Conditions of that contract and provided that no claim for lien has been registered against the Property; and
- c. the balance of the fee following (i) expiration of the Term and (ii) expiration of any lien period allocable to Services provided to the Property, so long as no claim for lien has been registered against the Property.

The Manager acknowledges that the first payment(s) of the Fee hereunder shall be made from the first advance under interim or construction financing for the Project.

To the extent that disbursements and out-of-pocket expenses are incurred in the performance of the Services, the Manager shall be advanced such costs by the Owner or re-imbursed within ten (10) days following the month in which such costs are incurred.

SCHEDULE "A"

In the matter of the Receivership of 2203284 Ontario Inc.

Receivership Date: 22-Jun-2017

Estate Number: 32-158974

<i>Creditor Name</i>	<i>Amount</i>
Unsecured creditors	
1. Schneider Ruggiero LLP	28,846.62
2. Bell Canada F-88 - Business Attn: Insolvency Department	356.08
3. Collaborative Structures Limited	4,424.00
4. Cushman & Wakefield Ltd.	2,034.00
5. GSP Group Inc.	4,087.41
6. Judy Hazen Copywriter	146.90
7. Kaiser Lachance Communications Inc.	1,235.94
8. Klokwerks Digital Inc.	39,550.00
9. Kremer Surveyors Ltd.	9,866.77
10. Louie Santaguida	70,804.24
11. Luna Accounting Services	3,305.25
12. McCallum Sathers Architects Inc.	20,438.63
13. Paradigm Transportation Solutions Limited	4,825.10
14. Paula Santos	5,650.00
15. Pelican Woodcliff	11,300.00
16. Quinn Drexel Associates	7,441.06
17. Right at Home Realty Inc.	8,660.29
18. Royal LePage State Realty	5,593.50
19. Royal LePage Your Community Realty	315,578.63
20. Terraprobe Inc.	31,826.16
21. Town Media	2,254.35
22. Watters Environment Group Inc.	29,775.50
	<u>608,022.45</u>
Grand Total:	608,022.45

MARYLOU SANTAGUIDA

January 15, 2019

To Whom It May Concern:

RE: Type: Mortgage
Property: 98 James St., Hamilton

Discharge Statement

(with accrued interest as of January 31, 2019)

Principal Amount of Mortgage Outstanding	\$ 1,115,500.00
Interest to January 31, 2019	402,892.95
Prior mortgage statements - 350.00+HST	395.50
Statement fee including HST	395.50
Discharge processing fee	750.00
Bank wire fee	40.00
Legal fees at closing	750.00
Total Amount payable to Marylou Santaguida	<u>\$ 1,520,723.95</u>
Per Diem Rate	<u>\$ 244.49</u>

Payment must be made via wire transfer. Payment received after 3:00 pm EST shall be deemed for the purpose of this calculation of interest to have been made and received on the next banking day. Per diem charge is \$244.49.

The above figures are an approximation and subject to change due to any subsequent transaction.

Yours truly,

MARYLOU SANTAGUIDA

93 Skyway Ave., Suite 210
 Toronto, ON
 M9W 6C7

2274889 Ontario Inc.

January 15, 2019

To Whom It May Concern:

RE: Type: Mortgage
Property: 98 James St., Hamilton

Discharge Statement

(With accrued interest as of January 31, 2019)

Principal Amount of Mortgage Outstanding	\$ 624,000.00
Interest to January 31, 2019	348,551.53
Prior mortgage statements - 350.00+HST	395.50
Statement fee including HST	395.50
Discharge processing fee	750.00
Bank wire fee	40.00
Legal fees at closing	750.00
Total Amount payable to 2274889 Ontario Inc.	<u><u>\$ 974,882.53</u></u>
Per Diem Rate	<u><u>\$ 136.77</u></u>

Payment must be made via wire transfer. Payment received after 3:00 pm EST shall be deemed for the purpose of this calculation of interest to have been made and received on the next banking day. Per diem charge is \$136.77.

The above figures are an approximation and subject to change due to any subsequent transaction.

Yours truly,

MARYLOU SANTAGUIDA
 2274889 Ontario Inc.

Principal Amount of Mortgage Outstanding

Interest to January 31, 2019

Prior mortgage statements - 350.00+HST

Statement fee including HST

Discharge processing fee

Bank wire fee

Legal fees at closing

Total Amount payable to 2274889 Ontario Inc.

Per Diem Rate

\$ 624,000.00

348,551.53

395.50

395.50

750.00

40.00

750.00

\$ 974,882.53

\$ 136.77

1st Mortgage Amount		Daily	
Principal	624,000.00	10%	0.000274
Interest		6-Jun-13	62,400.00
Begin Date		1-Apr-15	170.96
Ending		664	
Days			
FV	\$748,479.08		
Interest	124,479.08		
2nd Mortgage Amount			
Principal	624,000.00	8%	0.000219
Interest		2-Apr-15	49,920.00
Begin Date		31-Jan-19	136.77
Ending		1,400	
Days			
FV	\$848,072.44		
Interest	224,072.44		
Total Outstanding	\$1,596,551.53		

Legals & other costs

Land Transfer tax

Value of check #0385 from 227 to Schneider Ruggerio

17,375.00

7,625.00

599,000.00

624,000.00

Principal Amount of Mortgage Outstanding	\$
	1,115,500.00
Interest to January 31, 2019	
	402,892.95
Prior mortgage statements - 350.00+HST	
	395.50
Statement fee including HST	
	395.50
Discharge processing fee	
	750.00
Bank wire fee	
	40.00
Legal fees at closing	
	750.00
Total Amount payable to Marylou Santaguida	\$
	<u>1,520,723.95</u>
Per Diem Rate	\$
	<u>244.49</u>

TAB Q

Appendix “Q”

Brett D. Moldaver

brett@moldaverbarristers.com

(416) 238-2953

February 8, 2019

File No. 17-03

*Delivered via email***Devry Smith Frank LLP**

Lawyers & Mediators

95 Barber Green Rd., Suite 100

Toronto, Ontario

M3C 3E9

Attention: Mr. Lawrence Hansen

Sir:

**RE: In the matter of the Receivership of 2203284 Ontario Inc.
CV-17-1827-00CL (Receivership)**

We write to you in connection with the captioned Receivership.

Our clients once again ask you to advise us as to the amount the Receiver is holding on 220's account. We also ask for the Receiver's fees to date.

As to the examination of MaryLou Santaguida (**MLS**) and Mr. Santaguida during the week of March 11, 2019 we are not available. I am out of the country at that time. Our clients remain of the view these exams (at this point) and the associated costs are not required. Our clients ask the Receiver to reconsider its position in this regard. Considering the value of the unsecured claimants, the near completion of the Deposit Claims Procedure, and the MLS mortgages, the Receivership should be concluded.

Please advise us as to the nature and result of the review of MLS' mortgage security. Why is this review being undertaken at this point? We did not understand this to be in issue. DUCA, who sought the Receivership, sought the postponement of the security registered by MLS.

Our client has not located a copy of the negotiated cheque by which the \$25,000 deposit was paid. My client does not understand why this is in issue and ask for the Receiver's position as such. The APS states on its face that a deposit of this sum was required on acceptance. The deal closed. We attach a page from the bank statement for 227's account showing the cheque for the deposit. This account has been closed.

We attach a copy of instrument WE903381 (your January 31, 2019 letter requesting same as item “(b)” omitted the last digit of the instrument), yet we again would have understood as part of the Receiver’s review of the mortgage security this document would be in the Receiver’s counsel’s hands.

As to item “(c)” of your January 31 letter we attach a list of advances or loans from MLS to 220 with supporting documentation totaling \$1.15M (principal advances subject to the MLS mortgage). It seems these transactions were misallocated as “shareholder loans” notwithstanding MLS not being a shareholder of 220. In addition we enclose the supporting documentation (cheques or bank statements that my client has available) in this regard.

Regarding items “(d) through (f)” of your January 31 letter we enclose a list of transactions between 220 and Santerra although we do not see the Receiver’s interest in this regard and ask for you to assist us in so understanding. At worst it seems that a Santaguida entity will be paid out the proceeds of the sale of the Property subject, perhaps, to the issue of payment of unsecured creditors. There is a modest amount potentially in dispute.

This brings us, slightly out of order, to item “(h)” in your January 31 letter with respect to the payment or non-payment of unsecured creditors we will respond further in this regard in due course. Of course the amount available for distribution informs this issue along with position of these claimants. We do not understand (please advise us if otherwise of course) that any of these claimants have advanced actions. We do not understand any of the realtor related contracts to be payable in the circumstances where the deals secured did not close. As such we do not see how my clients can be of further assistance in this regard but again please let us know if you view otherwise. As to those claimants who have been paid and our client can look for paper in this regard. Finally as to those unsecured claimants that my client says have not performed the work invoiced we ask if the Receiver has any basis other than the proof of claim to suggest otherwise.

As to item “(g)” the contract was for demolition. The demolition was undertaken by the contractor. There is no paper that has been located to support. The demolition is not contested and it was not performed by 220 on its own. Does the Receiver contest this work was done?

We ask for the Receiver’s position with respect to the unsecured claims.

It seems that apart from the unsecured creditor issues (if any) the proceeds of sale should be distributed and the Receivership concluded in an efficient manner. A process to deal with the unsecured claimants could be put in place to allow the bulk of the funds to be released to MLS. A motion to have the accounts of the Receiver passed, distribute the monies (subject to a holdback for the unsecured claimants etc.) could be had in short order.

Please advise us as to the status of the Deposit Claims Procedure and when this process will be completed.

We ask for the Receiver's position by the end of next week. Our clients seek to cement their financial position efficiently and move this to resolution in the near term. If we cannot sort this on a reasonable basis our clients will be required to seek the Court's direction and advice, with costs not to be charged against the estate.

Thank you.

Sincerely,

Brett D. Moldaver
(computer generated signature)

Brett D. Moldaver
BDM/sz

Encl.

requing

416 1089-292

2274889 ONTARIO INC.

The current balance shown is as of today's date. Please report any items that do not match your records.

Account Balance: \$1,384.19

Available Funds: \$1,384.19

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: January 2013

or show from:

MM/DD/YYYY

to:

MM/DD/YYYY

Filter description:

Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$1,164.93
Jan 25, 2013	CK	NO.365	\$243.74 ✓		\$921.19
Jan 29, 2013	CD			\$25,500.00	\$26,421.19
Jan 29, 2013	CC	NO. 366	\$25,000.00 ✓		\$1,421.19
Jan 29, 2013	DC	CERTIFIED CHEQUE FEE	\$15.00 ✓		\$1,406.19
Jan 31, 2013	SC	VALUE ASSIST PLAN FEE	\$22.00 ✓		\$1,384.19

CHECK FOR DEPOSITOR
FOR PURCHASE OF
98 JAMES ST.

LRO # 62 Charge/Mortgage

Registered as WE903381 on 2013 06 13 at 16:57

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

yyyy mm dd Page 1 of 2

Properties

PIN 17171 - 0009 LT **Interest/Estate** Fee Simple
Description PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P.
HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST,
MACNAB
ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON
Address 98 JAMES ST S
HAMILTON

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 2203284 ONTARIO INC.
Address for Service 93 Skyway Avenue
Unit 104
Toronto, Ontario M9W 6N6

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

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

Name SANTAGUIDA, MARY LOU
Address for Service 14 St. Margarets Drive
Toronto, ON M4N 2E5

Provisions

Principal \$1,500,000.00 **Currency** CDN
Calculation Period Semi-Annually, Not in Advance
Balance Due Date 2023/07/01
Interest Rate 10.0%
Payments
Interest Adjustment Date 2013 07 01
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor

Additional Provisions

Open for pre-payment without notice or bonus. Chargor shall make payments towards the Principal amount due and owing to the Chargee in the amount of \$5,000.00 on each anniversary of the Interest Adjustment Date during the term of this Charge.

Signed By

Monica Trombetta 1000-120 Adelaide St. W. acting for Chargor Signed 2013 06 13
Toronto (s)
M5H 3V1

Tel 416-363-2211
Fax 416-363-0645

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

Submitted By

BAKER SCHNEIDER RUGGIERO LLP 1000-120 Adelaide St. W. 2013 06 13
Toronto
M5H 3V1

LRO # 62 Charge/Mortgage

Registered as WE903381 on 2013 06 13 at 16:57

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

yyyy mm dd Page 2 of 2

Submitted By

Tel 416-363-2211

Fax 416-363-0645

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

(c)

2203284 Ontario Inc.
Transactions by Account
All Transactions

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance	Audit No.	Comments
1155 - Santerra Asset Management & Dev										
General Jor	2015-07-08	GJ-036	Santerra Asset Management & Dev, Inc.	VOID:	✓	Trust Account - Minden Gross	2,581,543.11	2,581,543.11	1	
Cheque	2015-09-30	383	Santerra Asset Management & Dev, Inc.			1101 - Bank of Montreal-1997-354	0.00	2,581,543.11		
Cheque	2015-09-30	384	Santerra Asset Management & Dev, Inc.			1101 - Bank of Montreal-1997-354	1,130,000.00	3,711,543.11	2	
Cheque	2015-10-06	393	Santerra Asset Management & Dev, Inc.			1101 - Bank of Montreal-1997-354	110,000.00	3,821,543.11	3	
Cheque	2015-10-13	395	Santerra Asset Management & Dev, Inc.			1101 - Bank of Montreal-1997-354	150,000.00	3,971,543.11	4	
Deposit	2015-12-03	371	Santerra Asset Management & Dev, Inc.	Deposit		1101 - Bank of Montreal-1997-354	-140,000.00	3,831,543.11	5	
Deposit	2016-02-09	409	Santerra Asset Management & Dev, Inc.	Deposit		1101 - Bank of Montreal-1997-354	-40,000.00	3,791,543.11	6	
Deposit	2016-03-30	446	Santerra Asset Management & Dev, Inc.	Deposit		1101 - Bank of Montreal-1997-354	-6,000.00	3,785,543.11	7	
Deposit	2016-04-08	455	Santerra Asset Management & Dev, Inc.	Deposit		1101 - Bank of Montreal-1997-354	-30,000.00	3,755,543.11	8	
Deposit	2016-04-28	467	Santerra Asset Management & Dev, Inc.	Deposit		1101 - Bank of Montreal-1997-354	-28,000.00	3,707,543.11	9	
Transfer	2016-07-05			Funds Transfer- ck#522		1101 - Bank of Montreal-1997-354	-3,500.00	3,704,043.11	10	
Transfer	2016-07-28			Funds Transfer- CK # 537		1101 - Bank of Montreal-1997-354	-34,000.00	3,670,043.11	11	
Deposit	2016-08-29	557	Santerra Asset Management & Dev, Inc.	Deposit		1101 - Bank of Montreal-1997-354	-25,000.00	3,645,043.11		Missing, could not find
General Jor	2016-09-01	GJ-049	Santerra Asset Management & Dev, Inc.	Cyber/bahn Inv\$ 115039367 D/D 8/314/16		5102 - Office & General	-71.75	3,644,971.36		Missing, could not find
Deposit	2016-09-14	563	Santerra Asset Management & Dev, Inc.	PR		1101 - Bank of Montreal-1997-354	-11,600.00	3,633,371.36	12	
Deposit	2016-09-29	569	Santerra Asset Management & Dev, Inc.	Deposit		1101 - Bank of Montreal-1997-354	-34,900.00	3,598,471.36	13	
Deposit	2016-09-30	573	Santerra Asset Management & Dev, Inc.	Deposit		1101 - Bank of Montreal-1997-354	-30,518.00	3,567,953.36	14	
Cheque	2016-10-28	557	Santerra Asset Management & Dev, Inc.	Deposit		1101 - Bank of Montreal-1997-354	2,238.02	3,570,191.38	15	
Deposit	2016-11-14	598	Santerra Asset Management & Dev, Inc.	Deposit		1101 - Bank of Montreal-1997-354	-6,700.00	3,563,491.38	16	
Deposit	2016-11-30	605	Santerra Asset Management & Dev, Inc.	Deposit		1101 - Bank of Montreal-1997-354	-1,000.00	3,562,491.38	17	
Deposit	2016-12-20	617	Santerra Asset Management & Dev, Inc.	Loan from MLS		1101 - Bank of Montreal-1997-354	-30,000.00	3,532,491.38	18	
Deposit	2017-01-12	626	Santerra Asset Management & Dev, Inc.	Loan from Santerra		1101 - Bank of Montreal-1997-354	-30,000.00	3,502,491.38	19	
Deposit	2017-01-25	628	Santerra Asset Management & Dev, Inc.	Deposit		1101 - Bank of Montreal-1997-354	-30,300.00	3,472,191.38	20	
General Jor	2017-02-08	GJ-050	Santerra Asset Management & Dev, Inc.	Intercompany loan from Santerra		1101 - Bank of Montreal-1997-354	-26,000.00	3,446,191.38	21	
Cheque	2017-02-14	583	Santerra Asset Management & Dev, Inc.	Intercompany payment (Payroll, Rent)		1101 - Bank of Montreal-1997-354	15,500.00	3,461,691.38	22	
General Jor	2017-03-31	GJ-060	Santerra Asset Management & Dev	Rent allocation - Jan/Feb 2017		1400 - Real Estate Under Development	-4,666.19	3,457,025.19	23	Rent Allocation:
Total 1155 - Santerra Asset Management & Dev							3,457,025.19	3,457,025.19		
TOTAL							3,457,025.19	3,457,025.19		
						Santerra Asset Management - Balance		3,454,692.10		
						Variance		2,333.09		
						Missing April 2017 Rent Allocation		2,333.09		
						Unexplained Variance		0.00		

MLS vs 2203284 Ontario Inc
SH Loan - List of Checks

Date	Chq. No.	Amount	
19-Mar-14	51	49,000.00	✓
02-Apr-14	53	45,000.00	✓
17-Apr-14	72	11,000.00	✓
30-Apr-14	203	34,500.00	✓
28-May-14	212	12,500.00	✓
24-Jun-14	225	70,000.00	✓
24-Jul-14	237	45,000.00	✓
30-Jul-14	241	75,000.00	✓
14-Aug-14	244	32,000.00	✓
04-Sep-14	253	50,000.00	✓
15-Sep-14	256	85,000.00	✓
20-Oct-14	262	50,000.00	✓
29-Oct-14	266	89,000.00	✓
20-Nov-14	279	90,000.00	✓
24-Dec-14	297	35,000.00	✓
13-Jan-15	176	20,000.00	✓
04-Feb-15	183	30,000.00	✓
26-Mar-15	111	7,000.00	✓
06-Apr-15	116	70,000.00	✓
29-Apr-15	133	10,500.00	✓
06-May-15	138	49,000.00	✓
14-May-15	141	80,000.00	✓
02-Jun-15	145	50,000.00	✓
01-Sep-16	156	6,000.00	✓
04-Jun-17	220	20,000.00	✓
Total		1,115,500.00	

MARY LOU SANTAGUIDA

051

DATE 2014-03-19
Y Y Y Y M M D D

PAY TO THE ORDER OF 2203284 Ontario Inc. \$49,000.00
forty-nine thousand ⁰⁰/₁₀₀ DOLLARS



ID Canada Trust
BLOOR & RUNNEMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6



MEMO

M. Santaguida

5135920000

110511 1037520000

ENTERED MAR 19 2014

28/4/2014

BMO Bank of Montreal Online Banking

Chequing

2416 1997-354

2416 983

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$6,628.32

Available Funds: \$6,628.32

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: or show from: to: Filter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$2,635.36
Apr 2, 2014	CD			\$45,000.00	\$47,635.36
Apr 3, 2014	CK	NO.55	\$7,910.00		\$39,725.36
Apr 4, 2014	CK	NO.53	\$138.18		\$39,587.18
Apr 4, 2014	CK	NO.57	\$3,383.03		\$36,204.15
Apr 4, 2014	CK	NO.52	\$5,650.00		\$30,554.15
Apr 7, 2014	CK	NO.58	\$193.02		\$30,361.13
Apr 7, 2014	CK	NO.56	\$196.79		\$30,164.34
Apr 7, 2014	CK	NO.51	\$3,762.90		\$26,401.44
Apr 8, 2014	CK	NO.54	\$565.00		\$25,836.44
Apr 15, 2014	CK	NO.50	\$21,269.83		\$4,566.61
Apr 17, 2014	CD			\$11,000.00	\$15,566.61
Apr 21, 2014	CK	NO.60	\$7,910.00		\$7,656.61
Apr 25, 2014	CK	NO.61	\$661.17		\$6,995.44
Apr 25, 2014	CK	NO.59	\$367.12		\$6,628.32

4869.52

MARY LOU SANTAGUIDA

053

DATE 2014-04-02
Y Y Y Y M M D D

PAY TO THE ORDER OF 2203284 Ontario Inc. \$45,000.00

for the first dividend 1/100 DOLLARS



Canada Trust
BLOOR & RUNNYMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6



MD Santaguida

MEMO

⑈053⑈ ⑈03752⑈004⑈ 513692⑈6⑈

ENTERED APR 03 2014

ST/We

Chequing

2416 1997-354

2 203284
985

T Current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$25,836.44

Available Funds: \$25,836.44

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: or show from: to: Filter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$2,635.36 ✓
Apr 2, 2014	CD			\$45,000.00	\$47,635.36
Apr 3, 2014	CK	NO.55	\$7,910.00		\$39,725.36
Apr 4, 2014	CK	NO.53	\$138.18		\$39,587.18
Apr 4, 2014	CK	NO.57	\$3,383.03		\$36,204.15
Apr 4, 2014	CK	NO.52	\$5,650.00		\$30,554.15
Apr 7, 2014	CK	NO.58	\$193.02		\$30,361.13
Apr 7, 2014	CK	NO.56	\$196.79		\$30,164.34
Apr 7, 2014	CK	NO.51	\$3,762.90		\$26,401.44
Apr 8, 2014	CK	NO.54	\$565.00		\$25,836.44

0/5

21269.83

Avail 3256.81

MARY LOU SANTAGUIDA

072

DATE 2014-04-17
Y Y Y Y M M D D

PAY TO THE ORDER OF 2203284 Ontario Inc. \$11,000.00

eleven thousand 00/100 DOLLARS



Canada Trust
BLOOR & RUNNEMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N9



MJ Serjuid

MEMO

5136920040

072 037520040

MARY LOU SANTAGUIDA

203

DATE 2014-04-29
Y Y Y Y M M D DPAY TO THE
ORDER OF

2203294 Ontario Inc.

\$34,500.00

thirty-four thousand five hundred & 00/100 DOLLARS

Canada Trust
BLOOR & RUNNYMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6

MEMO

M. Santaguida

⑈ 2031 ⑈ ⑈ 03752 ⑈ 0041 ⑈

513692 ⑈ 61 ⑈

MARY LOU SANTAGUIDA

ENTERED JUN 03 2014

212

DATE 2014-05-28
Y Y Y Y M M D D

\$ 12,500.00

PAY TO THE ORDER OF 2203294 Ontario Inc.

twelve thousand five hundred and 00/100 DOLLARS

Canada Trust
BLOOR & RUNNEMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6

MEMO



11 21 21 120375200041

51369200611

Chequing

2416 1997-354

98 James

1 Current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$23,707.33

Available Funds: \$23,707.33

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: last 14 days

or show from:

MM/DD/YYYY

to:

MM/DD/YYYY

Filter description:

Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$21,556.53
May 20, 2014	CK	NO.77	\$4,172.31		\$17,384.22
May 20, 2014	CK	NO.71	\$1,124.01		\$16,260.21
May 20, 2014	CK	NO.76	\$1,327.19		\$14,933.02
May 20, 2014	CK	NO.73	\$1,197.80		\$13,735.22
May 20, 2014	CK	NO.78	\$2,825.00		\$10,910.22
May 23, 2014	CK	NO.81	\$600.00		\$10,310.22
May 27, 2014	CD			\$7,728.61	\$18,038.83
May 28, 2014	CD			\$12,500.00	\$30,538.83
May 28, 2014	CK	NO.82	\$6,102.00		\$24,436.83
May 29, 2014	CK	NO.72	\$724.50		\$23,712.33

MLS
#212

MARY LOU SANTAGUIDA

NON-NEGOTIABLE DUPLICATE OF CHEQUE

225



Canada Trust
 BLOOR & RUNNYMEDE
 2220 BLOOR ST. W.
 TORONTO, ON M6S 1N6

2043269 Ontario Inc

Security Services Ltd

BALANCE
FORWARD

70,400.00

THIS CHEQUE

BALANCE

DEPOSIT

BALANCE
FORWARD

⑈ 225⑈ ⑆03752⑈004⑆

513692⑈6⑈

NON-NEGOTIABLE DUPLICATE OF CHEQUE

111

MARY LOU SANTAGUIDA



Canada Trust
 BLOOR & RUNNYMEDE
 2220 BLOOR ST. W.
 TORONTO, ON M6S 1N6

2043269 Ontario Inc

Security Services Ltd

BALANCE
FORWARD

7,600.00

THIS CHEQUE

BALANCE

DEPOSIT

BALANCE
FORWARD

⑈03752⑈004⑆

513692⑈6⑈

Chequing

2416 1997-354

current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$66,377.93

Available Funds: \$66,377.93

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: June 2014

or show from:

MM/DD/YYYY

to:

MM/DD/YYYY

Filter description:

Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$23,707.33
Jun 3, 2014	CK	NO.83	\$183.56		\$23,523.77
Jun 4, 2014	CD			\$20,000.00	\$43,523.77
Jun 4, 2014	CK	NO.79	\$6,000.00		\$37,523.77
Jun 4, 2014	CK	NO.88	\$5,035.00		\$32,488.77
Jun 4, 2014	CK	NO.86	\$961.72		\$31,527.05
Jun 4, 2014	CK	NO.84	\$4,172.31		\$27,354.74
Jun 4, 2014	CK	NO.87	\$1,500.00		\$25,854.74
Jun 17, 2014	CK	NO.96	\$3,320.55		\$22,534.19
Jun 17, 2014	CK	NO.94	\$5,424.00		\$17,110.19
Jun 18, 2014	CK	NO.89	\$277.03		\$16,833.16
Jun 18, 2014	CK	NO.80	\$500.00		\$16,333.16
Jun 20, 2014	CK	NO.93	\$2,706.35		\$13,626.81
Jun 20, 2014	CK	NO.95	\$4,172.31		\$9,454.50
Jun 20, 2014	CK	NO.91	\$1,000.00		\$8,454.50
Jun 24, 2014	CD			\$70,000.00	\$78,454.50
Jun 24, 2014	CK	NO.92	\$19.18		\$78,435.32

ARY L. SANTAGUIDA

237

DATE 2014-07-24
Y Y Y Y M M D D

PAY TO THE ORDER OF 2203284 Ontario Inc. \$45,000.00

forty-five thousand → 90/100 DOLLARS

**Canada Trust**
BLOOR & RUNNYMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6

MEMO

MS Santaguida

⑈237⑈ ⑆03752⑈004⑆

513692⑈6⑈

ENTERED JUL 29 2014

Chequing

2416 1997-354

Current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$39,172.42

Available Funds: \$39,172.42

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: or show from: to:

Filter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$66,377.93
Jul 14, 2014	CK	NO.110	\$2,825.00		\$63,552.93
Jul 14, 2014	CK	NO.105	\$1,705.59		\$61,847.34
Jul 15, 2014	CK	NO.106	\$183.34		\$61,664.00
Jul 15, 2014	CK	NO.109	\$218.16		\$61,445.84
Jul 15, 2014	CK	NO.112	\$4,172.31		\$57,273.53
Jul 15, 2014	CK	NO.113	\$18,758.00		\$38,515.53
Jul 15, 2014	CK	NO.108	\$6,215.00		\$32,300.53
Jul 15, 2014	CK	NO.102	\$183.56		\$32,116.97
Jul 16, 2014	CK	NO.103	\$339.00		\$31,777.97
Jul 16, 2014	CK	NO.104	\$1,539.91		\$30,238.06
Jul 16, 2014	CK	NO.97	\$3,000.00		\$27,238.06
Jul 24, 2014	CD			\$45,000.00	\$72,238.06
Jul 24, 2014	CK	NO.114	\$17.46		\$72,220.60
Jul 25, 2014	CK	NO.117	\$4,172.31		\$68,048.29
Jul 28, 2014	CK	NO.115	\$5,593.50		\$62,454.79
Jul 28, 2014	CK	NO.111	\$2,090.50		\$60,364.29

MARY LOU SANTAGUIDA

241

DATE 2011-07-28
Y Y Y Y M M D D

PAY TO THE ORDER OF 2203284 Ontario Inc \$75,000.00

Seventy-five thousand & 00/100 DOLLARS

 **Canada Trust**
BLOOR & RUNNYMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6


MEMO

⑈ 21 1 ⑈ ⑈ 03752 ⑈ 0041⑈ 513592 ⑈ 61⑈

ENTERED JUL 29 2011

7/8/2014

BMO Bank of Montreal Online Banking

323

Jul 29, 2014	CK	NO.90	\$1,520.44	\$58,843.85
Jul 30, 2014	CD		\$75,000.00	\$133,843.85
Jul 31, 2014	SC	PLAN FEE	\$9.50	\$133,834.35
Jul 31, 2014	SC	FULL PLAN FEE REBATE	\$9.50	\$133,843.85
Jul 31, 2014	SC	EXCESS ITEMS 03 AT \$1.00	\$3.00	\$133,840.85

MARY LOU SANTAGUIDA

244

DATE 2014-08-14
Y Y Y Y M M D DPAY TO THE
ORDER OF

2203284 Ont. Inc

\$32,000.00

thirty-two thousand → 00/100 DOLLARS


Canada Trust
 BLOOR & RUNNYMEDE
 2220 BLOOR ST. W.
 TORONTO, ON M6S 1N6

MEMO

MJ Santguida



MT

⑈244⑈ ⑆03752⑈004⑆

513692⑈6⑈

ENTERED AUG 14 2014

Chequing

2 1997-354

985

1 Current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$83,970.85

Available Funds: \$83,970.85

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: August 2014

or show from:

to:

MM/DD/YYYY

MM/DD/YYYY

Filter description:

Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$133,840.85
Aug 1, 2014	CK	NO.119	\$84,750.00		\$49,090.85
Aug 5, 2014	CK	NO.120	\$9,040.00		\$40,050.85
Aug 6, 2014	CK	NO.118	\$300.00		\$39,750.85
Aug 6, 2014	CK	NO.116	\$578.43		\$39,172.42
Aug 11, 2014	CK	NO.124	\$16,385.00		\$22,787.42
Aug 14, 2014	CD			\$5,836.50	\$28,623.92
Aug 14, 2014	CD			\$32,000.00	\$60,623.92
Aug 15, 2014	CK	NO.123	\$448.50		\$60,175.42
Aug 18, 2014	CK	NO.122	\$4,941.35		\$55,234.07
Aug 21, 2014	CD			\$33,749.05	\$88,983.12
Aug 26, 2014	CK	NO.132	\$19.24		\$88,963.88
Aug 26, 2014	CK	NO.135	\$4,172.31		\$84,791.57
Aug 26, 2014	CK	NO.126	\$227.31		\$84,564.26
Aug 27, 2014	CK	NO.134	\$593.41		\$83,970.85

34145

MARY LOU SANTAGUIDA

253


DATE 2014-09-04
Y Y Y Y M M D D

PAY TO THE ORDER OF 2203284 Ontario Inc. \$ 50,000.00

86ty Howard → 2203284 100 DOLLARS ☒ ☐

Canada Trust
BLOOR & RUNNEMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6

MEMO Mary Lou Santaguida

 WWF

⑈ 253 ⑈ ⑈ 03752 ⑈ 004 ⑈

513892 ⑈ ⑈

ENTERED SEP 08 2014

Chequing

2 1997-354

T Current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$116,531.52

Available Funds: \$116,531.52

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: or show from: to:

Filter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$83,970.85
Sep 3, 2014	CK	NO.127	\$256.02		\$83,714.83
Sep 3, 2014	CK	NO.133	\$264.17		\$83,450.66
Sep 4, 2014	CD			\$50,000.00	\$133,450.66
Sep 4, 2014	CK	NO.130	\$11,093.80		\$122,356.86
Sep 4, 2014	CK	NO.131	\$5,105.34		\$117,251.52
Sep 5, 2014	CK	NO.137	\$720.00		\$116,531.52

56,588.78

MARY LOU SANTAGUIDA

256

DATE 2014-09-13
Y Y Y Y M M D D

PAY TO THE ORDER OF 2203284 Ontario Inc \$85,000.00

eighty-five thousand 00/100 DOLLARS

Canada Trust
BLOOR & RUNNYMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6

M. S. Santaguida



⑈ 256⑈ ⑈03752⑈004⑈ 513692⑈16⑈

Entered
RECEIVED SEP 17 2014

Chequing

: 1997-354

current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$168,890.28

Available Funds: \$168,890.28

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: or show from: to:

Filter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$83,970.85
Sep 3, 2014	CK	NO.127	\$256.02		\$83,714.83
Sep 3, 2014	CK	NO.133	\$264.17		\$83,450.66
Sep 4, 2014	CD			\$50,000.00	\$133,450.66
Sep 4, 2014	CK	NO.130	\$11,093.80		\$122,356.86
Sep 4, 2014	CK	NO.131	\$5,105.34		\$117,251.52
Sep 5, 2014	CK	NO.137	\$720.00		\$116,531.52
Sep 8, 2014	CK	NO.140 /	\$4,172.31		\$112,359.21
Sep 8, 2014	CK	NO.128 /	\$226.00		\$112,133.21
Sep 11, 2014	CK	NO.139 /	\$8,443.93		\$103,689.28
Sep 15, 2014	CD			\$85,000.00	\$188,689.28
Sep 15, 2014	CK	NO.143 /	\$9,379.00		\$179,310.28
Sep 15, 2014	CK	NO.141 /	\$10,420.00		\$168,890.28

M/S CLK#
2076

61,219.45

MARY LOU SANTAGUIDA

262

DATE 2014-10-16
Y Y Y Y Y M M D D

PAY TO THE ORDER OF 2203284 Ontario Inc \$50,000.00



TD Canada Trust
BLOOR & RUNNEMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N9

Security Features
Check for them on the back



22 100 DOLLARS



WWF

Mary Lou Santaguida

MEMO

5135920041

11026211 1:037520041

ENTERED OCT 1 2014

1914

APPROVE

Chequing

24 1997-354

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$58,676.04

Available Funds: \$58,676.04

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: or show from: to:

Filter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$62,712.42
Oct 2, 2014	CK	NO.156	\$92.00		\$62,620.42
Oct 3, 2014	CK	NO.160	\$9,040.00		\$53,580.42
Oct 6, 2014	CK	NO.158	\$3,417.12		\$50,163.30
Oct 7, 2014	CK	NO.161	\$3,757.25		\$46,406.05
Oct 16, 2014	CK	NO.125	\$31,991.00		\$14,415.05
Oct 20, 2014	CD			\$50,000.00	\$64,415.05
Oct 20, 2014	CK	NO.163	\$2,570.75		\$61,844.30
Oct 21, 2014	CK	NO.164	\$3,168.26		\$58,676.04

51,660

18,073.77

10/22

266

DATE 2014-10-28

PAY TO THE ORDER OF 2203284 Ontario Inc. \$89,000.00

eighty-nine thousand → 00/100 DOLLARS

TD Canada Trust
BLUNNYMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6

M. Santaguida

MEMO: *M. Santaguida*

Security Features attached. Details on back.

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MARY LOU SANTAGUIDA

⑈9⑈2692⑈6⑈

⑈100⑈25430⑈ ⑈9992⑈

ENTERED OCT 29 2014

Chequing

2- 1997-354

T. Current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$128,352.17

Available Funds: \$128,352.17

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: October 2014

or show from:

to:

MM/DD/YYYY

MM/DD/YYYY

Filter description:

Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$62,712.42
Oct 2, 2014	CK	NO.156	\$92.00		\$62,620.42
Oct 3, 2014	CK	NO.160	\$9,040.00		\$53,580.42
Oct 6, 2014	CK	NO.158	\$3,417.12		\$50,163.30
Oct 7, 2014	CK	NO.161	\$3,757.25		\$46,406.05
Oct 16, 2014	CK	NO.125	\$31,991.00		\$14,415.05
Oct 20, 2014	CD			\$50,000.00	\$64,415.05
Oct 20, 2014	CK	NO.163	\$2,570.75		\$61,844.30
Oct 21, 2014	CK	NO.164	\$3,168.26		\$58,676.04
Oct 22, 2014	CK	NO.166	\$17.52		\$58,658.52
Oct 23, 2014	CK	NO.167	\$368.36		\$58,290.16
Oct 23, 2014	CK	NO.151	\$2,089.37		\$56,200.79
Oct 24, 2014	CK	NO.168	\$508.50		\$55,692.29
Oct 27, 2014	CK	NO.179	\$4,476.84		\$51,215.45
Oct 27, 2014	CK	NO.165	\$3,757.25		\$47,458.20
Oct 29, 2014	CD			\$89,000.00	\$136,458.20
Oct 31, 2014	SC	PLAN FEE	\$9.50		\$136,448.70

MARY LUJU SANTAGUIDA

279

DATE 2014-11-18
Y Y Y Y M M D D

PAY TO THE ORDER OF 2203284 Ontario Inc. \$ 90,000.00

ninety thousand and 00/100 DOLLARS

Canada Trust
BLOOR & RUNNYMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6

MEMO

MD Santaguida



WWF

279 03752004

51369206

ENTERED NOV 24 2014

Chequing

24.0 1997-354

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$122,193.32

Available Funds: \$122,193.32

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: last 14 days

or show from:

to:

MM/DD/YYYY

MM/DD/YYYY

Filter description:

Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$74,644.64
Nov 12, 2014	CK	NO.175	\$4,743.56		\$69,901.08
Nov 12, 2014	CK	NO.177	\$126.50		\$69,774.58
Nov 12, 2014	CK	NO.190	\$14,040.25		\$55,734.33
Nov 14, 2014	CK	NO.174	\$863.68		\$54,870.65
Nov 19, 2014	CK	NO.191	\$2,203.50		\$52,667.15
Nov 19, 2014	CK	NO.185	\$12,693.51		\$39,973.64
Nov 20, 2014	CD			\$90,000.00	\$129,973.64
Nov 20, 2014	DC	BILL PAYMENT FEE	\$1.50		\$129,972.14
Nov 20, 2014	CK	NO.188	\$15.72		\$129,956.42
Nov 20, 2014	CK	NO.194	\$2,480.35		\$127,476.07
Nov 20, 2014	CK	NO.187	\$5,085.00		\$122,391.07
Nov 20, 2014	CK	NO.192	\$197.75		\$122,193.32

ENTERED DEC 29 2014

RY LOU SANTAGUIDA

WWE CANADA

297

DATE 2014-12-24

PAY TO THE ORDER OF 2203204 Ontario Inc \$3500

Thirty Five Thousand and no/100

100 DOLLARS

Canada Trust

8000 BRUNNMEDE
2220 BLOOR ST W
TORONTO ON M6H 1B8

MEMO

WWE

200 Sedgwick

5136920061

00375200041

Chequing

2416 1997-354

985

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$99,065.88

Available Funds: \$99,065.88

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: This month

or show from:

to:

MM/DD/YYYY

MM/DD/YYYY

Filter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$90,619.59
Dec 1, 2014	CK	NO.202 /	\$655.84		\$89,963.75
Dec 1, 2014	CK	NO.201 /	\$4,172.31		\$85,791.44
Dec 1, 2014	CK	NO.200 /	\$307.72		\$85,483.72
Dec 3, 2014	CK	NO.198 /	\$96.95		\$85,386.77
Dec 8, 2014	CK	NO.197 /	\$69.00		\$85,317.77
Dec 9, 2014	CK	NO.203 /	\$9,827.83		\$75,489.94
Dec 9, 2014	CK	NO.204 /	\$175.65		\$75,314.29
Dec 12, 2014	CK	NO.206 /	\$17.42		\$75,296.87
Dec 15, 2014	CK	NO.219 /	\$4,172.31		\$71,124.56
Dec 15, 2014	CK	NO.215 /	\$259.73		\$70,864.83
Dec 15, 2014	CK	NO.220 /	\$185.64		\$70,679.19
Dec 15, 2014	CK	NO.218 /	\$2,680.31		\$67,998.88
Dec 15, 2014	CK	NO.205 /	\$253.00		\$67,745.88
Dec 22, 2014	CK	NO.222 /	\$2,550.00		\$65,195.88
Dec 24, 2014	CD			\$35,000.00	\$100,195.88
Dec 24, 2014	CK	NO.223 /	\$1,130.00		\$99,065.88

ML SCL# 297


MARY LOU SANTAGUIDA

176

DATE: 2015-01-13
Y Y Y M M D D

PAY TO THE ORDER OF 2203284 Ontario Inc \$20,000.00

Twenty thousand 00/100 DOLLARS

 **Canada Trust**
BLOOR & RUNNYMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6

 WWF

Mary Lou Santaguida

00176 003752004 513692000

ENTERED JAN 19 2015

Chequing

2416 1997-354

985

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$24,073.05

Available Funds: \$24,073.05

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: This month

or show from:

to:

MM/DD/YYYY

MM/DD/YYYY

Filter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$57,287.78
Jan 5, 2015	CK	NO.207 /	\$1,576.35		\$55,711.43
Jan 6, 2015	CK	NO.217 /	\$4,325.93		\$51,385.50
Jan 8, 2015	CK	NO.210 /	\$7,676.77		\$43,708.73
Jan 8, 2015	CK	NO.208 /	\$2,260.00		\$41,448.73
Jan 8, 2015	CK	NO.211 /	\$1,615.90		\$39,832.83
Jan 9, 2015	CK	NO.209 /	\$5,105.34		\$34,727.49
Jan 9, 2015	CK	NO.224 /	\$1,576.35		\$33,151.14
Jan 9, 2015	CK	NO.214 /	\$994.40		\$32,156.74
Jan 9, 2015	CK	NO.226 /	\$2,254.35		\$29,902.39
Jan 12, 2015	CK	NO.228 /	\$1,000.00		\$28,902.39
Jan 12, 2015	CK	NO.212 /	\$628.96		\$28,273.43
Jan 12, 2015	CK	NO.221 /	\$2,530.13		\$25,743.30
Jan 12, 2015	CK	NO.225 /	\$9,037.74		\$16,705.56
Jan 13, 2015	CD			\$20,000.00	\$36,705.56
Jan 13, 2015	CK	NO.229 /	\$59.28		\$36,646.28
Jan 14, 2015	CK	NO.216 /	\$12,573.23		\$24,073.05

ck #176
MLS

12,111.27

MARY LOU SANTAGUIDA

WWT CANADA

183

DATE 2015-02-02

Y Y Y Y Y Y M M D D

PAY TO THE ORDER OF 2263284 Ontario Inc

\$ 30,000.00

thirty thousand 00/100 DOLLARS



Canada Trust
BLOOR & HUNTINGWIDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6



Mary Lou Santaguida

MEMO

⑈ 183 ⑈ ⑆03752⑈004⑆

513692⑈6⑈

ENTERED FEB 03 2015

Chequing

2416 1997-354

985

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$42,561.06

Available Funds: \$42,561.06

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: This month

or show from:

to:

MM/DD/YYYY

MM/DD/YYYY

Filter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$18,275.09
Feb 4, 2015	CD			\$30,000.00	\$48,275.09
Feb 5, 2015	CK	NO.237	\$64.03	(blu attached)	\$48,211.06
Feb 6, 2015	CK	NO.233	\$5,650.00		\$42,561.06

ENTERED APR 26 2015

116
 DATE 2015-04-06
 PAY TO THE ORDER OF 2203294 Ontario Inc.
 \$70,000.00
 SEVENTY THOUSAND AND NO/100 DOLLARS
 Capacity features included, Details on back.
 WWF
 MARY LOU SANTAGUIDA
 51369200610
 0375200040
 MEMO
 Canada Trust
 FLOOR & RUNNYMEDE
 2220 BLOOR ST. W.
 TORONTO, ON M5S 1N6
 51369200610

Chequing

2416 1997-354

983

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$32,384.43

Available Funds: \$32,384.43

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: or show from: to: Filter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward		MLS #116	\$11,829.14
Apr 6, 2015	CD			\$70,000.00	\$81,829.14
Apr 6, 2015	CK	NO.261 ✓	\$2,260.00		\$79,569.14
Apr 7, 2015	DC	BILL PAYMENT FEE	\$1.50		\$79,567.64
Apr 7, 2015	CK	NO.260 ✓	\$61.14		\$79,506.50
Apr 9, 2015	CK	NO.264 ✓	\$11,921.38		\$67,585.12
Apr 13, 2015	CK	NO.263 ✓	\$2,212.99		\$65,372.13
Apr 14, 2015	CK	NO.259 ✓	\$2,260.00		\$63,112.13
Apr 17, 2015	CK	NO.265 ✓	\$1,700.00		\$61,412.13
Apr 17, 2015	CK	NO.266 ✓	\$20.60		\$61,391.53
Apr 20, 2015	CK	NO.268 ✓	\$29,007.10		\$32,384.43

21,109.43

MARY LOU SANTAGUIDA

WYF CANADA

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133

DATE 2015-04-22
Y Y Y Y M M D D

PAY TO THE ORDER OF 2203294 Ontario Inc.

\$10,500.00

Ten thousand five hundred → 00/100 DOLLARS



Canada Trust
BLOOR & RUNNEMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6



Mary Lou Santaguida

MEMO: Belling

00133 0037520004

5136920060

ENTERED APR 30 2015

Your branch address:

155 REXDALE BLVD
REXDALE, ONT M9W5Z8

2203284 ONTARIO INC.
93 SKYWAY AVE SUITE 104
TORONTO ON M9W 6N6

Business Banking

Your Branch
REXDALE&KIPLING BRANCH
Transit number: 2416

For questions about your statement call
(416) 743-5905

Direct Banking
1-877-262-5907
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Business Banking statement

For the period ending April 30, 2015

Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts + credited (\$)	Closing balance (\$) on = Apr 30, 2015
Value Plan Deposit Account # 2416 1997-354	11,829.14	75,838.20	93,073.24	29,064.18

Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Value Plan Deposit Account # 2416 1997-354				
	Account Type: CA Business name: 2203284 ONTARIO INC.			
Apr 01	Opening balance			11,829.14
Apr 06	Deposit		70,000.00	81,829.14
Apr 06	Cheque, NO.261	2,260.00		79,569.14
Apr 07	Branch Bill Payment Fee	1.50		79,567.64
Apr 07	Cheque, NO.260	61.14		79,506.50
Apr 09	Cheque, NO.264	11,921.38		67,585.12
Apr 13	Cheque, NO.263	2,212.99		65,372.13
Apr 14	Cheque, NO.259	2,260.00		63,112.13
Apr 17	Cheque, NO.265	1,700.00		61,412.13
Apr 17	Cheque, NO.266	20.60		61,391.53
Apr 20	Cheque, NO.268	29,007.10		32,384.43
Apr 21	Deposit		12,563.74	44,948.17

continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Value Plan Deposit Account # 2416 1997-354				(continued)
Apr 22	Cheque, NO.267	1,130.00		43,818.17
Apr 27	Cheque, NO.262	20,000.00		23,818.17
Apr 29	Deposit		10,500.00	34,318.17
Apr 29	Branch Bill Payment Fee	1.50		34,316.67
Apr 29	Cheque, NO.271	5,252.49		29,064.18
Apr 30	Plan Fee	9.50		29,054.68
Apr 30	Plan Fee		9.50	29,064.18
Apr 30	Closing totals	75,838.20	93,073.24	

Number of items processed 14 4

Number of cheques or related items enclosed in your statement..... 11

Please check this statement and report any errors or omissions within 30 days of delivery.

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®* Registered trademark of MasterCard International Incorporated.

®** ADP is a registered trade-mark of ADP North America, Inc.

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®** Moneris, and the Moneris Solutions logo are registered trade-marks of Moneris Solutions Corporation.

Registration numbers

GST - R100390095 QST - 1000042494

A member of BMO Financial Group 5001816 (08/03)

MARY LOU SANTAGUIDA

138

DATE 2015-05-06

Y Y Y Y M M D D

PAY TO THE ORDER OF 2303244 Ontario Inc. \$49,000.00

of 2400 DOLLARS



Canada Trust
BLOOR & RUNNIMYMEDE
2220 BLOOR ST. W.
TORONTO, ON M8S 1N6

MEMO

Mary Lou Santaguida



⑈ 138 ⑈ ⑆03752⑈004⑆ 513692⑈6⑈

ENTERED MAY 12 2015

Chequing

2416 1997-354

985

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$39,012.43

Available Funds: \$39,012.43

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: This month

or show from:

to:

MM/DD/YYYY

MM/DD/YYYY

Filter description:

Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward		ns Fund 1606	\$29,064.18
May 1, 2015	CD			\$226.00	\$29,290.18
May 1, 2015	CK	NO.275	\$22,600.00		\$6,690.18
May 4, 2015	CK	NO.272	\$64.76		\$6,625.42
May 5, 2015	CK	NO.273	\$400.00		\$6,225.42
May 6, 2015	CD			\$49,000.00	\$55,225.42
May 7, 2015	CK	NO.276	\$14,000.00		\$41,225.42
May 11, 2015	CK	NO.274	\$2,212.99		\$39,012.43

38,449.49

MARY LOU SANTAGUIDA

141

DATE 2015-05-23
Y Y Y Y M M D D

PAY TO THE ORDER OF 2203284 Ontario Inc \$80,000.00

eighty thousand 00/100 DOLLARS

Canada Trust
BLOOR & RUNNEMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6



M. Lou Santaguida

MEMO

⑆ 14 1 ⑆ ⑆ 03752 ⑆ 004 ⑆ 513692 ⑆ ⑆

RECEIVED MAY 13 2015

MARY LOU SANTAGUIDA

145

DATE 2015-06-01
Y Y Y Y M M D D

PAY TO THE ORDER OF 2203284 Ontario Inc \$50,000.00

fifty thousand → 2/100 DOLLARS

Canada Trust
BLOOR & RUNNYMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6Security features
included.
Details on back.

MEMO

MJ Santaguida

⑈ 145 ⑈ ⑆03752⑈004⑆

513692⑈6⑈

ENTERED JUN 04 2015

Chequing

2416 1997-354

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$64,067.41

Available Funds: \$64,067.41

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: last 14 days

or show from:

MM/DD/YYYY

to:

MM/DD/YYYY

Filter description:

Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$76,234.47
May 22, 2015	CK	NO.280	\$6,017.25		\$70,217.22
May 22, 2015	CK	NO.285	\$15,720.50		\$54,496.72
May 22, 2015	CK	NO.283	\$4,331.74		\$50,164.98
May 22, 2015	CK	NO.278	\$18,822.46		\$31,342.52
May 26, 2015	CK	NO.288 /	\$2,147.00		\$29,195.52
May 26, 2015	CK	NO.287 /	\$13,819.05		\$15,376.47
May 27, 2015	CK	NO.289 /	\$967.56		\$14,408.91
May 29, 2015	SC	PLAN FEE	\$9.50		\$14,399.41
May 29, 2015	SC	FULL PLAN FEE REBATE		\$9.50	\$14,408.91
May 29, 2015	SC	EXCESS ITEMS 02 AT \$1.25	\$2.50		\$14,406.41
Jun 2, 2015	CD			\$50,000.00	\$64,406.41
Jun 3, 2015	CK	NO.279	\$339.00		\$64,067.41

VOID CK #162
(original
still with
woman
6/4/15)

www.tdcanadatrust.com www.tdcanadatrust.com www.tdcanadatrust.com www.tdcanadatrust.com

MARY LOU SANTAGUIDA

156

DATE 2016-09-01
Y Y Y Y M M D D

PAY TO THE ORDER OF 2203284 Ontario Inc. \$6000.00

Six thousand 00/100 DOLLARS



TD Canada Trust
BLOOR & RUNNYMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6

MEMO

MJ Santaguida

⑈ 156 ⑈ ⑈ 03752 ⑈ 004⑈ 513692 ⑈ 15 ⑈

Chequing

2416 1997-354

Current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$4,299.07

Available Funds: \$4,299.07

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: or show from: to:

Filter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$4,344.57
Sep 1, 2016	CD			\$6,000.00	\$10,344.57
Sep 2, 2016	CK	NO.530	\$2,090.50		\$8,254.07
Sep 6, 2016	CK	NO.531	\$3,955.00		\$4,299.07

(2000)

2,299.07

28,569.23
9,290.50

3000
16,300
9290

2090.50
7200
9,290.50 San Terra
to repay
to 985

Need 29k to
cover shortfall
in order to pay
2-20k for
1/1/17

MARY LOU SANTAGUIDA

220

DATE 2014-06-04
Y Y Y Y M M D D

\$20,000.00

PAY TO THE
ORDER OF

2203284 Ontario Inc

twenty thousand 7/100 DOLLARS



Canada Trust
BLOOR & RUNNYMEDE
2220 BLOOR ST. W.
TORONTO, ON M6S 1N6

M.L. Santaguida



ENTERED JUN 12 2014

⑈ 220⑈ ⑆03752⑈004⑆

513692⑈6⑈

985

#2

own is as of today's date. Please report any items that do not match your records.

997-354

Financial Institution No: 001

Branch Transit No: 24162

Balance: \$250,336.07

Available Funds: \$250,336.07

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: This month

or show from:

to:

MM/DD/YYYY

MM/DD/YYYY

Filter description:

Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$1,690,370.98
Oct 1, 2015	CK	NO.384	\$1,130,000.00		\$560,370.98
Oct 2, 2015	CK	NO.388	\$12,806.66		\$547,564.32
Oct 5, 2015	CK	NO.387	\$2,825.00		\$544,739.32
Oct 5, 2015	CK	NO.389	\$4,172.31		\$540,567.01
Oct 5, 2015	CK	NO.385	\$186.45		\$540,380.56
Oct 5, 2015	CK	NO.392	\$2,090.50		\$538,290.06
Oct 6, 2015	CK	NO.393	\$110,000.00		\$428,290.06
Oct 6, 2015	CK	NO.391	\$65.19		\$428,224.87
Oct 6, 2015	CK	NO.363 BR.0098	\$2,820.00		\$425,404.87
Oct 7, 2015	CK	NO.390	\$242.09		\$425,162.78
Oct 13, 2015	CD			\$11,845.74	\$437,008.52
Oct 13, 2015	CK	NO.395	\$150,000.00		\$287,008.52
Oct 15, 2015	CD			\$9,846.49	\$296,855.01
Oct 15, 2015	CK	NO.396	\$22,600.00		\$274,255.01
Oct 19, 2015	CK	NO.394	\$17,703.94		\$256,551.07
Oct 19, 2015	CK	NO.386	\$6,215.00		\$250,336.07

SANTEREA
ASSET
MANAGEMENTHST
onlyHST
G/ANT
CITY OF
HAWAIIAug 2015
HST Ref

148,567.11

B Bank of Montreal

Transaction Record
Customer Copy

October 1, 2015 9:53:36 AM
Branch Transit: 2416
Operator: 026
Business Date: October 1, 2015
Card Number: No Card
Authentication: Manual

Certified Cheque
Serial Number: 0318
Account: 2416 1090-728
Amount: \$1,075,000.00
Fee: \$15.00

Thank you for banking with
Bank of Montreal

WK

PROCESSED AT 09HRS 51MIN 38SEC **B**

Certified Cheque Register / Registre - Chèque certifié

**CERT
CHQ.**

MICR Cheque Serial No.
N° de série du chèque MICR

Transit Number
N° du succursale

Account Number
N° de compte

Cheque Amount
Montant du chèque

Fee Type
Type de frais

Source of Fee (if other than account)
Perception des frais
(autre que par débit au compte)

Fee Amount
Montant des frais

111103181
2416 110901-728
\$ 1,075,000.00

1 - Account Holder / Titulaire du compte
2 - Third Party / Tiers

CASH? Press Y
ESPÈCE? Appuyer sur Y

CHEQUE? Press Y
CHÈQUE? Appuyer sur Y

Blank: Standard Charge
Or: No Charge
Amount: Non-Standard
Charge

Zone vide: Commission standard
Or: Aucune commission
Montant: Commission non
standard

BMO Bank of Montreal - Banque de Montréal

2416

Branch / Succursale

Date Oct 1 15

Customer Name / Nom du client

Santerra Asset Management and Development Inc.

Payee / Bénéficiaire

Garfinkle Biderman LLP in trust

Cheque Number /
Numéro du chèque

Authorized Signature / Signature autorisée

Signature

0318



BANK OF MONTREAL
155 REXDALE BLVD.
REXDALE, ONTARIO M9W 5Z8

DATE 09302015
MMDDYYYY

\$ 1,075,000.00

TO THE
ORDER
OF

GARFINKLE BIDERMAN LLP IN TRUST
Dundee Place, Suite 801
1 Adelaide Street East
Toronto, ON M5C 2V9

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC

PER *[Signature]*

PER

MEMO

"000318" 2416 200011 10901728 75

2203284 ONTARIO INC.

Santerra Asset Management & Dev. Inc.

09-30-2015

0384

1,130,000.00

Bank of Montreal-199

2203284 ONTARIO INC.

Santerra Asset Management & Dev. Inc.

09-30-2015

0384

1,130,000.00

1,130,000.00

Bank of Montreal-199

2203284 ONTARIO INC.

Santerra Asset Management & Dev. Inc.

10-06-2015

0393

110,000.00

ENTERED OCT 08 2015

Bank of Montreal-199

2203284 ONTARIO INC.

Santerra Asset Management & Dev. Inc.

10-06-2015

0393

110,000.00

110,000.00

71 10

203284 ONTARIO INC.

Santerra Asset Management & Dev. Inc.

0395

10-13-2015

150,000.00

ENTERED 10-13-2015

Bank of Montreal-199

150,000.00

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

12-03-2015

0371

140,000.00

Dec 31/15

BMO 1090-728

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

12-03-2015

0371

140,000.00

140,000.00

File - I/c

#5

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

02-08-2016

0409

40,000.00

ENTERED FEB 16 2016

BMO 1090-728

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

02-08-2016

0409

40,000.00

40,000.00

#6

Chequing

2416 1997-354

98

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354**Financial Institution No:** 001**Branch Transit No:****Account Balance:** \$67,528.37**Available Funds:** \$67,528.37**Funds on Hold:** \$0

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description

View: This month**or show from:**

MM/DD/YYYY

to:

MM/DD/YYYY

Filter description:

Submit

Transaction Date	Code	Description	Debit	Credit
		Balance Forward		
Feb 1, 2016	CK	NO.454	\$8,851.97	
Feb 5, 2016	CK	NO.459	\$3,993.67	
Feb 5, 2016	CK	NO.460	\$4,172.31	
Feb 5, 2016	CK	NO.461	\$1,145.84	
Feb 8, 2016	CK	NO.462	\$2,090.50	
Feb 8, 2016	CK	NO.458	\$2,825.00	
Feb 9, 2016	CD			\$40,000.00
Feb 10, 2016	CK	NO.463	\$2,260.00	
Feb 16, 2016	CD			\$226.00

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

03-30-2016

0446

6,000.00

ENTERED MAR 30 2016

BMO 1090-728

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

03-30-2016

0446

6,000.00

#7

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.
2203284 Ontario Inc.

0455

2016-04-08

50,000.00

ENTERED APR 08 2016

BMO 1090-728

50,000.00

#9

0455

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

BANK OF MONTREAL
155 REXDALE BLVD.
REXDALE, ONTARIO M9W 5Z8DATE 20160408
Y Y Y Y M M D D

PAY *****Fifty Thousand and 00/100

\$ **50,000.00

TO THE
ORDER
OF2203284 Ontario Inc.
210 - 93 Skyway Avenue
Toronto, ON M9E 6N6

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

PER _____

PER *MZ Santerra*

⑈000455⑈ ⑆24162⑈00⑈ ⑆1090⑈728⑈

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-04-08

0455

50,000.00

BMO 1090-728

50,000.00

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-04-08

0455

50,000.00

BMO 1090-728

50,000.00

366

0467

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

BANK OF MONTREAL
155 REXDALE BLVD.
REXDALE, ONTARIO M9W 5Z8DATE 20160428
Y Y Y Y M M D D

PAY *****Twenty-Eight Thousand and 00/100

\$ **28,000.00

O THE
ORDER
OF2203284 Ontario Inc.
210 - 93 Skyway Avenue
Toronto, ON M9E 6N6

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

PER

PER

⑈000467⑈ ⑆24162⑈001⑆ 1090⑈728⑈

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-04-28

0467

28,000.00

FOR DEPOSIT ONLY
EL 11600
HST
Posted by: SM
Date Posted: 4/28/16
28,000

BMO 1090-728

28,000.00

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-04-28

0467

28,000.00

BMO 1090-728

28,000.00

Chequing

2416 1997-354

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$21,579.52

Available Funds: \$21,579.52

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: April 2016

or show from:

MM/DD/YYYY

to:

MM/DD/YYYY

Filter description:

Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$28,853.54
Apr 4, 2016	CK	NO.481	\$169.50		\$28,684.04
Apr 8, 2016	CD			\$50,000.00	\$78,684.04
Apr 14, 2016	CK	NO.482	\$50,000.00		\$28,684.04
Apr 18, 2016	CW	HORIZON UTIL	\$18.27		\$28,665.77
Apr 18, 2016	CK	NO.488	\$325.25		\$28,340.52
Apr 18, 2016	CK	NO.485	\$2,090.50		\$26,250.02
Apr 18, 2016	CK	NO.486	\$4,172.31		\$22,077.71
Apr 20, 2016	CK	NO.483	\$2,825.00		\$19,252.71
Apr 21, 2016	CK	NO.489	\$30.00		\$19,222.71
Apr 28, 2016	DC	BILL PAYMENT FEE	\$1.50		\$19,221.21
Apr 28, 2016	CD			\$28,000.00	\$47,221.21
Apr 28, 2016	CK	NO.479	\$25,641.69		\$21,579.52
Apr 29, 2016	SC	VALUE ASSIST PLAN FEE	\$30.00		\$21,549.52
Apr 29, 2016	SC	FULL PLAN FEE REBATE		\$30.00	\$21,579.52

368
0522

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

BANK OF MONTREAL
155 REXDALE BLVD.
REXDALE, ONTARIO M9W 5Z8

DATE 20160705
Y Y Y Y M M D D

PAY *****Three Thousand Five Hundred and 00/100

\$ **3,500.00

TO THE
ORDER
OF
MEMO

2203284 Ontario Inc.
210 - 93 Skyway Avenue
Toronto, ON M9E 6N6



SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

PER

PER

[Signature]

⑈000522⑈ ⑆24162⑈00⑆ 1090⑈728⑈

#10

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-07-05

0522

3,500.00

ENTERED JUL 13 2016

98J

BMO 1090-728

3,500.00

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-07-05

0522

3,500.00

BMO 1090-728

3,500.00

Chequing

2416 1997-354

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$2,856.73

Available Funds: \$2,856.73

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: or show from: to:

Filter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$2,589.47
Jul 4, 2016	CK	NO.509	\$75.53		\$2,513.94
Jul 5, 2016	CD			\$3,500.00	\$6,013.94
Jul 11, 2016	CK	NO.511	\$3,157.21		\$2,856.73

02/08/2016

BMO Bank of Montreal Online Banking

370

Chequing

2416 1997-354



The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$34,223.38

Available Funds: \$34,223.38

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: July 2016

or show from:

to:

MM/DD/YYYY

MM/DD/YYYY

Filter description:

Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$2,589.47
Jul 4, 2016	CK	NO.509	\$75.53		\$2,513.94
Jul 5, 2016	CD			\$3,500.00	\$6,013.94
Jul 11, 2016	CK	NO.511	\$3,157.21		\$2,856.73 ✓
Jul 19, 2016	CK	NO.512 ✓	\$343.35		\$2,513.38
Jul 28, 2016	CD			\$34,000.00	\$36,513.38
Jul 29, 2016	SC	VALUE ASSIST PLAN FEE ✓	\$30.00		\$36,483.38
Jul 29, 2016	CK	NO.513 ✓	\$2,260.00		\$34,223.38 ✓

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.
2203284 Ontario Inc.

2016-07-26

0537

34,000.00

Property Tax + Telephone



BMO 1090-728

34,000.00

371
0563

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

BANK OF MONTREAL
155 REXDALE BLVD.
REXDALE, ONTARIO M9W 5Z6

DATE 20160914
Y Y Y Y M M D D

PAY *****Eleven Thousand Six Hundred and 00/100

\$ **11,600.00

TO THE
ORDER
OF
MEMO

2203284 Ontario Inc.
210 - 93 Skyway Avenue
Toronto, ON M9E 6N6



SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

PER

PER

⑆000563⑆ ⑆24162⑆001⑆ ⑆090⑆728⑆

(\$12)

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-09-14

0563

11,600.00

ENTERED SEP 14 2016

BMO 1090-728

11,600.00

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-09-14

0563

11,600.00

BMO 1090-728

11,600.00

372

0569

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

BANK OF MONTREAL
155 REXDALE BLVD.
REXDALE, ONTARIO M9W 5Z8DATE 20160929
Y Y Y Y M M D D

PAY *****Thirty-Four Thousand Nine Hundred and 00/100

\$ **34,900.00

TO THE
ORDER
OF
MEMO2203284 Ontario Inc.
210 - 93 Skyway Avenue
Toronto, ON M9E 6N6

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

PER

PER

[Signature]

⑈000569⑈ ⑆24162⑈001⑆ 1090⑈728⑈

#13

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-09-29

0569

34,900.00

BMO 1090-728

34,900.00

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-09-29

0569

34,900.00

BMO 1090-728

34,900.00

Your branch address:

155 REXDALE BLVD
REXDALE, ONT M9W5Z8

2203284 ONTARIO INC.
93 SKYWAY AVE SUITE 104
TORONTO ON M9W 6N6



Business Banking



Your Branch
REXDALE&KIPLING BRANCH
Transit number: 2416

For questions about your statement call
(416) 743-5905

Direct Banking
1-877-262-5907
www.bmo.com

Your Plan
Business Builder 1 Plan


Business Banking statement

For the period ending September 30, 2016

Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Sep 30, 2016
Business Account # 2416 1997-354	4,344.57	54,850.79	96,166.84	45,660.62

Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Business Account # 2416 1997-354				
	Account Type: CA Business name: 2203284 ONTARIO INC.			
Sep 01	Opening balance			4,344.57
Sep 01	Deposit		6,000.00	10,344.57
Sep 02	Cheque, NO.530	2,090.50		8,254.07
Sep 06	Cheque, NO.531	3,955.00		4,299.07
Sep 08	Deposit		13,148.84	17,447.91
Sep 14	Deposit		11,600.00	29,047.91
Sep 15	Cheque, NO.529	169.50		28,878.41
Sep 16	Cheque, NO.535	2,090.50		26,787.91
Sep 16	Cheque, NO.536	4,172.31		22,615.60
Sep 19	Cheque, NO.534	2,870.87		19,744.73
Sep 20	Cheque, NO.532	3,275.87		16,468.86
Sep 23	Cheque, NO.533	2,260.00		14,208.86

continued



Business Banking statement

2203284 ONTARIO INC.
For the period ending September 30, 2016

Business Banking

ISN: 4511241289
Cheque #530

2,090.50

2203284 ONTARIO INC.
83 BERRY AVE. SUITE 200
TORONTO, ONTARIO M5H 2H4

DATE 20160931
PAY Two Thousand Ninety and 50/100 \$ 2,090.50

TO THE ORDER OF
Parks Garden
80 Chest Ridge Drive
Burlington, ON L7R 1T9

000530 024162-001C 1997-354

4511241289 2016-09-30 12:45:00
Keyline 2090.50
0001128943
4724000000000013

Printer ID # / N d'Imprimeur 1014

Endorsement - Signature of Owner

TDCT ATM 1540 102
20160931 024162-001C
CL 1997-354

BACK/ENDOS

ISN: 4211572897
Cheque #531

3,955.00

2203284 ONTARIO INC.
83 BERRY AVE. SUITE 200
TORONTO, ONTARIO M5H 2H4

DATE 20160907
PAY Three Thousand Nine Hundred Fifty-Five and 00/100 \$ 3,955.00

TO THE ORDER OF
Jasmin's Restaurant JV
24 West Beaver Creek
Richmond Hill, ON L4B 3H1

000531 024162-001C 1997-354

4211572897 2016-09-07 12:45:00
Keyline 3955.00
000115728973
4724000000000013

Printer ID # / N d'Imprimeur 1014

Endorsement - Signature of Owner

20160907 024162-001C
CL 1997-354

BACK/ENDOS

ISN: 5100203077
Cheque #529

169.50

2203284 ONTARIO INC.
83 BERRY AVE. SUITE 200
TORONTO, ONTARIO M5H 2H4

DATE 20160829
PAY One Hundred Sixty-Nine and 50/100 \$ 169.50

TO THE ORDER OF
Joni's Lawn Care Services Ltd.
34 Tannock Drive
Markham, ON L3R 9K1

000529 024162-001C 1997-354

5100203077 2016-08-29 12:45:00
Keyline 169.50
00011002030773
4724000000000013

Printer ID # / N d'Imprimeur 1014

Endorsement - Signature of Owner

REC 024 370 1277 307

BACK/ENDOS F 5100203077
5100203077
5100203077

ISN: 4112569329
Cheque #535

2,090.50

2203284 ONTARIO INC.
83 BERRY AVE. SUITE 200
TORONTO, ONTARIO M5H 2H4

DATE 20160915
PAY Two Thousand Ninety and 50/100 \$ 2,090.50

TO THE ORDER OF
Parks Garden
80 Chest Ridge Drive
Burlington, ON L7R 1T9

000535 024162-001C 1997-354

4112569329 2016-09-15 12:45:00
Keyline 2090.50
000112569329
4724000000000013

Printer ID # / N d'Imprimeur 1014

Endorsement - Signature of Owner

TDCT ATM 1540 102
20160915 024162-001C
CL 1997-354

BACK/ENDOS

Business Banking statement

2203284 ONTARIO INC.
For the period ending September 30, 2016

Business Banking

ISN: 1315784920
Cheque #526

27,422.93

2203284 ONTARIO INC.
1315784920
TORONTO, ONTARIO M5H 1A5

DATE 20160926
27,422.93

PAY Twenty-Seven Thousand Four Hundred Twenty-Two and 93/100

TO THE ORDER OF
City of Toronto
Toronto Division, Corporate Serv. Dept.
73 Main Street West
Box 2040 STN CITY
Toronto, ON M5H 1A5

000526 024162-0016 1997-356

20160926
001 24162
703222800013600
321-230

Printer ID # / N° d'impression: 1014

Endorsement - Signature on Cheque

BACK/ENDOS

ISN: 4312216895
Cheque #544

2,090.50

2203284 ONTARIO INC.
1315784920
TORONTO, ONTARIO M5H 1A5

DATE 20160928
2,090.50

PAY Two Thousand Nine hundred and 50/100

TO THE ORDER OF
Pulse Service
40 Credit Ridge Drive
Bolton, ON L7E 1T7

000544 024162-0016 1997-356

55014000023 101664 2016 09 30 17 30 08
KAYAK: 2086 50
0003120962
4724260000000012

Printer ID # / N° d'impression: 1014

Endorsement - Signature on Cheque

BACK/ENDOS

ISN: 1300097961
Cheque #540

259.00

2203284 ONTARIO INC.
1315784920
TORONTO, ONTARIO M5H 1A5

DATE 20160928
259.00

PAY Two Hundred Fifty-Nine and 00/100

TO THE ORDER OF
Recorder General
Canada Revenue Agency
675 Harris Rd
Oshawa, ON L1A 1G1

000540 024162-0016 1997-356

Printer ID # / N° d'impression: 1014

2016 09 30 03262021 196
0593 20160930 01535373 196
RG12223544 98000-815

BACK/ENDOS X ENFER
1560697961

ISN: 4412540403
Cheque #545

4,172.31

2203284 ONTARIO INC.
1315784920
TORONTO, ONTARIO M5H 1A5

DATE 20160929
4,172.31

PAY Four Thousand One Hundred Seventy-Two and 31/100

TO THE ORDER OF
TV Business Consultants
25 Sunny St
Windsor, ON L9A 1G7

000545 024162-0016 1997-356

Printer ID # / N° d'impression: 1014

20160929
001 24162
703222800013600
321-230

Endorsement - Signature on Cheque

BACK/ENDOS

0573

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

BANK OF MONTREAL
155 REXDALE BLVD
REXDALE, ONTARIO M9W 5Z8DATE 20160930
Y Y Y Y M M D D

PAY *****Thirty Thousand Five Hundred Eighteen and 00/100

\$ **30,518.00

TO THE
ORDER
OF
MEMO2203284 Ontario Inc.
210 - 93 Skyway Avenue
Toronto, ON M9E 6N6

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

PER

PER

M. J. Santopoli

⑈000573⑈ ⑆24162⑈001⑆ 1090⑈728⑈

#14

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-09-30

0573

30,518.00

Sep 30/16
ENTERED OCT 07 2016

BMO 1090-728

30,518.00

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-09-30

0573

30,518.00

BMO 1090-728

30,518.00

377
0557

2203284 ONTARIO INC.
93 SKYWAY AVENUE, SUITE 209
TORONTO, ONTARIO M9W 6N6

BANK OF MONTREAL
155 REXDALE BLVD.
REXDALE, ONTARIO M9W 5Z8

DATE 20161028
Y Y Y Y M M D D

PAY *****Five Thousand and 00/100

\$ **5,000.00

TO THE
ORDER
OF

Santerra Asset Management & Dev. Inc.
14 St. Margarets Drive
Toronto, ON M4N 3E5



2203284 ONTARIO INC.
PER *[Signature]*
PER

MEMO

⑈000557⑈ ⑆24162⑈001⑆ 1997⑈354⑈

#15

2203284 ONTARIO INC.
Santerra Asset Management & Dev. Inc.

2016-10-28

0557

2,761.98
2,238.02

Bank of Montreal-199

5,000.00

2203284 ONTARIO INC.
Santerra Asset Management & Dev. Inc.

2016-10-28

0557

2,761.98
2,238.02

A/P Inv# 2016-086 2761.98
Intercompany 2238.02
5000.00

Funded to \$5K to cover PACE London
Bank of Montreal-199 mortgage payment for Nov. 1st. 5,000.00

0598

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

BANK OF MONTREAL
155 REXDALE BLVD.
REXDALE, ONTARIO M9W 5Z8DATE 20161114
Y Y Y Y M M D D

PAY *****Six Thousand Seven Hundred and 00/100

\$**6,700.00

TO THE
ORDER
OF2203284 Ontario Inc.
210 - 93 Skyway Avenue
Toronto, ON M9E 6N6

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

PER

PER

NP Santaguida

⑈000598⑈ ⑆24162⑈001⑆ 1090⑈728⑈

⑆16

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-11-14

0598

6,700.00

BMO 1090-728

6,700.00

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

2203284 Ontario Inc.

2016-11-14

0598

6,700.00

BMO 1090-728

6,700.00

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.
2203284 Ontario Inc.

2016-11-30

0605

1,000.00

BMO 1090-728

1,000.00

#17

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

380
0626

2203284 Ont. Inc

#18

\$30,000.

posted

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

0626

Chequing

2416 1997-354

985

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001 Branch Transit No: 24162 

Account Balance: \$3,068.82

Available Funds: \$3,068.82 Funds on Hold: \$0.00 

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: This month or show from: MM/DD/YYYY to: MM/DD/YYYYFilter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$60,029.25
Jan 4, 2017	CK	NO.569	\$24,375.00		\$35,654.25
Jan 5, 2017	CC	NO. 570	\$10,000.00		\$25,654.25
Jan 12, 2017	CD			\$503.71	\$26,157.96
Jan 12, 2017	CD			\$30,000.00	\$56,157.96
Jan 13, 2017	CC	NO. 572	\$30,000.00		\$26,157.96
Jan 13, 2017	DC	CERTIFIED CHEQUE FEE	\$20.00		\$26,137.96
Jan 13, 2017	CD			\$20.00	\$26,157.96
Jan 13, 2017	TF	2416-1091-317	\$20,000.00		\$6,157.96
Jan 16, 2017	CK	NO.566	\$1,130.00		\$5,027.96
Jan 20, 2017	CK	NO.568	\$1,959.14		\$3,068.82

226+277.7

- 27,369.10

0626

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

BANK OF MONTREAL
155 REXDALE BLVD.
REXDALE, ONTARIO M9W 5Z8

January 12, 2017.

PAY Thirty Thousand Dollars

\$30,000.00

TO THE
ORDER
OF

2203284 Ontario Inc.



RE: Connolly Revolving Loan



SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

PER MJ Santaguida

PER

⑈000626⑈ ⑆24162⑈001⑆ 1090⑈728⑈

(\$19)

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

0626

2203284 Ont. Inc

\$30,000.

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.

0626

Chequing

2416 1997-354

983

The current balance shown is as of today's date. Please report any items that do not match your records.

Account No: 1997-354

Financial Institution No: 001

Branch Transit No: 24162

Account Balance: \$33,368.82

Available Funds: \$33,368.82

Funds on Hold: \$0.00

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: or show from: to:

Filter description: Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$25,654.25
Jan 12, 2017	CD			\$503.71	\$26,157.96
Jan 12, 2017	CD			\$30,000.00	\$56,157.96
Jan 13, 2017	CC	NO. 572	\$30,000.00		\$26,157.96
Jan 13, 2017	DC	CERTIFIED CHEQUE FEE	\$20.00		\$26,137.96
Jan 13, 2017	CD			\$20.00	\$26,157.96
Jan 13, 2017	TF	2416-1091-317	\$20,000.00		\$6,157.96
Jan 16, 2017	CK	NO.566	\$1,130.00		\$5,027.96
Jan 20, 2017	CK	NO.568	\$1,959.14		\$3,068.82
Jan 25, 2017	CD			\$30,300.00	\$33,368.82

41628
SAUT

2930

02 #

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.
2203284 Ontario Inc.

0628

2017-01-25

30,300.00

ENTERED JAN 24 2017

BMO 1090-728

30,300.00

#21

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.
2203284 Ontario Inc.

2017-02-07

0635

26,000.00

BMO 1090-728

Intercompany to cover the bank commitment fee

26,000.00

SANTERRA ASSET MANAGEMENT AND DEVELOPMENT INC.,
2203284 Ontario Inc.

2017-02-07

0635

26,000.00

2203284 ONTARIO INC.

Santerra Asset Management & Dev. Inc.

2017-02-14

U583³⁸⁶
15,500.00

#22

Bank of Montreal-199 Intercompany payment (Payroll, Rent)

15,500.00

2203284 ONTARIO INC.

Santerra Asset Management & Dev. Inc.

2017-02-14

0583
15,500.00

Bank of Montreal-199 Intercompany payment (Payroll, Rent)

15,500.00

Product HS9209 Use with 775 Double Window or 779 Single Window Envelope Printed in Canada To reorder call NEBS 1-800-461-7572 Order on-line at www.nebs.ca

64 EE751B mix4 08/18/2015 18:02

23

9:00 AM

2018-03-21

Accrual Basis

2203284 Ontario Inc.
General Journal Transaction
31 March 2017

Num	Name	Memo	Account	Class	Debit	Credit
GJ-060		Rent allocatio...	1400 - Real Estate ...		4,666.19	
		Rent allocatio...	1155 - Santerra Ass...			4,666.19
					4,666.19	4,666.19
TOTAL					4,666.19	4,666.19

TAB R

Appendix “R”

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2274889	2274889 ONTARIO INC.	2011/02/17
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
93 SKYWAY AVE	NOT APPLICABLE	NOT APPLICABLE
Suite # 209	New Amal. Number	Notice Date
TORONTO	NOT APPLICABLE	NOT APPLICABLE
ONTARIO		Letter Date
CANADA M9W 6N6		NOT APPLICABLE
Mailing Address	Revival Date	Continuation Date
94 BROCKPORT DRIVE	NOT APPLICABLE	NOT APPLICABLE
TORONTO	Transferred Out Date	Cancel/Inactive Date
ONTARIO	NOT APPLICABLE	NOT APPLICABLE
CANADA M9W 5C5	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced in Ontario	Date Ceased in Ontario
	NOT APPLICABLE	NOT APPLICABLE
Activity Classification	Number of Directors MinimumMaximum	
NOT AVAILABLE	000000010	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2274889	227 889 ONTA IO INC.

Corporate Name History	Effective Date
2274889 ONTARIO INC.	2011/02/17

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

Administrator: Name (Individual / Corporation)	Address
LOUIE SANTAGUIDA	94 BROCKPORT DRIVE TORONTO ONTARIO CANADA M9W 5C5

Date Began	First Director	
2011/02/17	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	PRESIDENT	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2274889	227 889 ONTA IO INC.

Administrator: Name (Individual / Corporation)	Address
LOUIE SANTAGUIDA	94 BROCKPORT DRIVE TORONTO ONTARIO CANADA M9W 5C5

Date Began	First Director	
2011/02/17	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	SECRETARY	Y

Administrator: Name (Individual / Corporation)	Address
LOUIE SANTAGUIDA	94 BROCKPORT DRIVE TORONTO ONTARIO CANADA M9W 5C5

Date Began	First Director	
2011/04/26	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

Request ID: 882
Transaction ID: 71259960
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 9/03/27
Time Report Produced: 1:44:54
Page:

392

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2274889

227 889 ONTA IO INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 017

1C

2018/12/02 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

TAB S

Appendix “S”

requing

416 1089-292

2274889 ONTARIO INC.

The current balance shown is as of today's date. Please report any items that do not match your records.

Account Balance: \$1,384.19

Available Funds: \$1,384.19 ⓘ

Funds on Hold: \$0.00 ⓘ

Transaction History

View transactions by selecting a time period or date range, or filter your results by entering a description.

View: January 2013

or show from:

MM/DD/YYYY

to:

MM/DD/YYYY

Filter description:

Submit

Transaction Date	Code	Description	Debit	Credit	Balance
		Balance Forward			\$1,164.93
Jan 25, 2013	CK	NO.365	\$243.74 ✓		\$921.19
Jan 29, 2013	CD			\$25,500.00	\$26,421.19
Jan 29, 2013	CC	NO. 366	\$25,000.00 ✓		\$1,421.19
Jan 29, 2013	DC	CERTIFIED CHEQUE FEE	\$15.00 ✓		\$1,406.19
Jan 31, 2013	SC	VALUE ASSIST PLAN FEE	\$22.00 ✓		\$1,384.19

CHECK FOR DEPOSITOR
FOR PURCHASE OF
98 JAMES ST.



Bank of Montreal

Transaction Record
Customer Copy

June 4, 2013 9:38:28 AM
 Branch Transit: 2416
 Operator: 025
 Business Date: June 4, 2013
 Card Number: No Card
 Authentication: Manual

Certified Cheque
 Serial Number: 0385
 Account: 2416 1089-292
 Amount: \$599,000.00
 New Balance: \$1,608.71

Thank you for banking with
 Bank of Montreal

0385

BMO Bank of Montreal
 155 Rexdale Blvd. 227489 ONTARIO INC.
 Rexdale, ON 327 ROYAL YORK ROAD
 TORONTO, ONTARIO M8Y 2P8

BANK OF MONTREAL
 155 REXDALE BLVD.
 REXDALE, ONTARIO M9W 5Z8

JUN 04 2013

DATE 06032013
 M M D, D Y Y Y Y

1-2416

PACertified Hundred Ninety-Nine Thousand and 00/100

\$ **599,000.00

CAD 599000.00

TO THE ORDER OF Schneider Ruggiero LLP in trust
 1000-120 Adelaide Street West
 Toronto, ON M5H 3V1

MEMO 98 James St Closing

227489 ONTARIO INC.

PER _____

PER _____

000385 2416 2001 1089 292

TAB T

Appendix “T”

2274889 Ontario Inc.

January 15, 2019

To Whom It May Concern:

RE: Type: Mortgage
Property: 98 James St., Hamilton

Discharge Statement

(With accrued interest as of January 31, 2019)

Principal Amount of Mortgage Outstanding	\$ 624,000.00
Interest to January 31, 2019	348,551.53
Prior mortgage statements - 350.00+HST	395.50
Statement fee including HST	395.50
Discharge processing fee	750.00
Bank wire fee	40.00
Legal fees at closing	750.00
Total Amount payable to 2274889 Ontario Inc.	<u>\$ 974,882.53</u>
 Per Diem Rate	 <u>\$ 136.77</u>

Payment must be made via wire transfer. Payment received after 3:00 pm EST shall be deemed for the purpose of this calculation of interest to have been made and received on the next banking day. Per diem charge is \$136.77.

The above figures are an approximation and subject to change due to any subsequent transaction.

Yours truly,

MARYLOU SANTAGUIDA
 2274889 Ontario Inc.

TAB U

Appendix “U”

MARYLOU SANTAGUIDA

January 15, 2019

To Whom It May Concern:

RE: Type: Mortgage
Property: 98 James St., Hamilton

Discharge Statement
(with accrued interest as of January 31, 2019)

Principal Amount of Mortgage Outstanding	\$ 1,115,500.00
Interest to January 31, 2019	402,892.95
Prior mortgage statements - 350.00+HST	395.50
Statement fee including HST	395.50
Discharge processing fee	750.00
Bank wire fee	40.00
Legal fees at closing	750.00
Total Amount payable to Marylou Santaguida	<u>\$ 1,520,723.95</u>
Per Diem Rate	<u>\$ 244.49</u>

Payment must be made via wire transfer. Payment received after 3:00 pm EST shall be deemed for the purpose of this calculation of interest to have been made and received on the next banking day. Per diem charge is \$244.49.

The above figures are an approximation and subject to change due to any subsequent transaction.

Yours truly,

MARYLOU SANTAGUIDA

93 Skyway Ave., Suite 210
Toronto, ON
M9W 6C7

TAB V

Appendix “V”

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

Properties

PIN 17171 - 0009 LT *Interest/Estate* Fee Simple
Description PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P.
HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST,
MACNAB
ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON
Address 98 JAMES ST S
HAMILTON

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 2203284 ONTARIO INC.
Address for Service 93 Skyway Avenue
Unit 104
Toronto ON M9W 6N6

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

Chargee(s)*Capacity**Share*

Name SANTAGUIDA, MARYLOU
Address for Service 14 St. Maragret's Drive
Toronto ON M4N 3E5

Provisions

Principal \$701,583.00 *Currency* CDN
Calculation Period
Balance Due Date On Demand
Interest Rate 5.0% per annum
Payments
Interest Adjustment Date
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor

Additional Provisions

This Charge is collateral security securing a bond issued by the Chargee in favour of Terrasan 327 Royal York Rd. Limited with respect to vacating a lien registered as Instrument No. AT4183314 in favour of Limen Group Ltd. from the property described in PIN 07617-0050 LT; interest hereunder shall begin to accrue one day before an event of a default by the Chargor under this Charge.

Signed By

Kevin Bruce Milburn 1000-120 Adelaide St. W. acting for Chargor Signed 2016 04 11
Toronto (s)
M5H 3V1

Tel 416-363-2211
Fax 416-363-0645

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

LRO # 62 Charge/Mortgage

Registered as WE1111875 on 2016 04 11 at 11:46

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

yyyy mm dd Page 2 of 2

Submitted By

SCHNEIDER RUGGIERO LLP 1000-120 Adelaide St. W. 2016 04 11
Toronto
M5H 3V1

Tel 416-363-2211
Fax 416-363-0645

Fees/Taxes/Payment

Statutory Registration Fee \$62.85
Total Paid \$62.85

File Number

Chargor Client File Number 36508/BM

TAB W

Appendix “W”



DEVRY SMITH FRANK *LLP*
Lawyers & Mediators

oren.chaimovitch@devrylaw.ca
416.446.3342

SENT VIA EMAIL

April 16, 2019

MSI Spergel Inc
200 - 205 Consumers Road
Toronto, ON
M2J 4V8

Attention: Trevor Pringle and Deborah Hornbostel

Dear Sirs/Mesdames:

Re: Receivership of 2203284 Ontario Inc.
98 James Street South, Hamilton ON (the "Property")
Our File No.: MSISP011

This will constitute our report to you in connection with the security (the "**Security**") granted by 2203284 Ontario Inc. (the "**Debtor**") to Mary Lou Santaguida.

I have obtained from our search of title to the Property the following:

1. A Charge granted by the Debtor to Mary Lou Santaguida to registered June 13, 2013 as Instrument No. WE903381 over the Property, amended by a Mortgage Amending Agreement registered April 10, 2015 as Instrument No. WE1029640 (together, the "**First Charge**"); and
2. A Charge granted by the Debtor to MaryLou Santaguida to registered April 4, 2016 as Instrument No. WE1111875 over the Property (the "**Second Charge**").

Both the First Charge and Second Charge (collectively, the "**Security Agreements**" or the "**Security**") are subject to and incorporate Standard Charge Terms 200033. Copies of the First Charge and Second Charge and Standard Charge Terms 200033 referred to therein are attached hereto.

I note that in Charge No. WE903381, the Chargee is Mary Lou Santaguida and in Charge No. WE1111875 the Chargee is MaryLou Santaguida. I presume that Mary Lou Santaguida is one and the same person as MaryLou Santaguida; she is referred to herein as "**Mary Lou Santaguida**" and sometimes referred to as the "**Secured Creditor**".

In connection with the opinions hereinafter expressed, we have reviewed the copies of the Secured Creditor's security registered on title to the Property, assume the genuineness of all signatures therein and that valuable consideration therefor 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 Debtor. We have also reviewed such searches as we considered necessary and desirable. Subject to the foregoing, we are pleased to advise as follows:

Corporate Search

A Corporate Profile Report conducted on the Debtor dated February 3, 2017, revealed that the Debtor was incorporated pursuant to the laws of the Province of Ontario on March 14, 2009, with a corporate address of 93 Skyway Avenue, Suite 210, Toronto, ON M9W 6N6, showing Louie Santaguida and Luigi Santaguida as the only Officer and Director, with the last document filing being shown as a change notice filed on October 6, 2016.

We cannot express our opinion as to whether all corporate and other action has been taken to authorize the Debtor to enter into the Security Agreements. However, unless the Secured Creditor had knowledge that the representatives executing the Security Agreements did not have authority to bind the Debtor, the Secured Creditors may rely on those signatures. In other words, if the Secured Creditor was given a Certificate of Status/Incumbency/Signing Authority indicating different officers and directors than appear on the Security Agreements, the documentation may be unenforceable. However, counter to that argument is the fact that in carrying out its terms, the Debtor can be said to have ratified the terms of the Security Agreements and is bound by them.

Review of Documents:

We have reviewed copies of the following documentation and comment as follows:

A) First Charge

1. A Charge granted by the Debtor to Mary Lou Santaguida registered June 13, 2013, as Instrument No. WE903381 over the Property in the original principal amount of \$1,500,000 with interest at 10% and subject to Standard Charge Terms 200033, amended by a Mortgage Amending Agreement dated April 1, 2015, registered April 10, 2015, as Instrument No. WE1029640 registered over the Property, increasing the principal amount secured by the said Charge to \$4,000,000 and changing the interest rate to 8% (together, the "**First Charge**")

In electronic registration, documents are signed and registered electronically by lawyers based on authority given to them by their clients. An Acknowledgment and Direction is a form produced by the electronic registration system or prepared by the lawyer which summarizes the contents of the document to be registered and contains written instructions from the client to the lawyer authorizing the lawyer to deliver and register the document. We have requested, but have not been provided with a copy of the Authorization and Direction for the First Charge. For the purpose of this opinion, we have assumed that the lawyer registering the First Charge obtained the required Authorization and Directions.

We are of the opinion that the First Charge is valid and enforceable in accordance with its written terms except as enforcement may be limited by applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors rights.

In expressing our opinion above, we express no opinion as to the quantum of the claim or claims of the Secured Creditor under the First Charge.

The First Charge, as it was originally registered, may not have secured the advances made by the Chargee. The First Charge does not indicate what it secures and we have been provided with no evidence that advances were made at the time it was registered. However, the Mortgage Amending Agreement dated April 1, 2015, and registered April 10, 2015, contains the following language which we believe is sufficient to secure such advances:

"4. Continuing Security - The Charge shall, whether or not it secures a current or running account, be a general and continuing security to the Chargee for payment of the indebtedness in an amount not exceeding the amount secured by this Agreement and performance of the Charger's other obligations under the Charge notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Chargee representing all or any part of the indebtedness outstanding at any particular time..."

The word "indebtedness" used above is not defined, however, we presume it has its ordinary meaning and means any indebtedness owing by the Chargor to the Chargee from time to time.

In expressing our opinion above, we have assumed that monies were in fact advanced by Mary Lou Santaguida to the Debtor and that monies are in fact owing by the Debtor to Mary Lou Santaguida with respect to the advances as of the date hereof. We have been provided with evidence that Mary Lou Santaguida advanced \$1,115,500 to the Debtor from March 2014 to September 2016. However, we have not been provided with any evidence that monies are, in fact, owing by the Debtor to Mary Lou Santaguida with respect to such advances.

B) Second Charge

2. A Charge granted by the Debtor to Mary Lou Santaguida registered April 4, 2016 as Instrument No. WE1111875 in the principal amount of \$701,583.00 with interest at 5% per annum and subject to Standard Charge Terms 200033 over the Property (the "**Second Charge**")

In electronic registration, documents are signed and registered electronically by lawyers based on authority given to them by their clients. An Acknowledgment and Direction is a form produced by the electronic registration system or prepared by the lawyer which summarizes the contents of the document to be registered and contains written instructions from the client to the lawyer authorizing the lawyer to deliver and register the document. We have requested, but have not been provided with a copy of the Authorization and Direction for the Second Charge. For the purpose of this opinion, we have assumed that the lawyer registering the Second Charge obtained the required Authorization and Direction.

We are of the opinion that the Second Charge is valid and enforceable in accordance with its written terms except as enforcement may be limited by applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors rights.

In expressing our opinion above, we express no opinion as to the quantum of the claim or claims of the Secured Creditor under the Second Charge. The Second Charge provides that it is:

"collateral security securing a bond issued by the Chargee in favour of Terrasan 327 Royal York Rd. Limited with respect to vacating a lien registered as Instrument No. AT4183314 in favour of Limen Group Ltd. from the property described in PIN 07617-0050 LT"

We have been provided with no evidence that Mary Lou Santaguida issued the bond referred to in the Second Charge, or that Mary Lou Santaguida advanced any monies under or pursuant to such bond or that that monies are or will be, in fact, owing by the Debtor to Mary Lou Santaguida with respect to such bond or such advances.

Additional Searches

We have caused the following additional searches to be conducted with respect to the Debtor:

- (a) Bankruptcy – (current to November 2, 2017) – clear, attached
- (b) Corporate Profile Report – (current to February 3, 2017) – attached
- (c) Parcel Register for the Property – (current to September 21, 2017) – attached

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 Mary Lou Santaguida and subsequently have been duly authorized by all necessary resolutions and other corporate actions on the part of the Debtor.
2. The Security has been executed and delivered to Mary Lou Santaguida by a director and/or officer of the Debtor 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 Debtor.
3. The Security has not been assigned, released or discharged or otherwise impaired either in whole or in part.
4. The Debtor is indebted to Mary Lou Santaguida and received adequate consideration for the grant of the Security.
5. The genuineness of all signatures and the legal capacity of all natural persons whose signatures appear on behalf of Mary Lou Santaguida and the Debtor and the

conformity of the original documents to all documents submitted to us as photostatic copies.

6. 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.
7. 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.
8. 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.
9. 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.
10. We have assumed that the Debtor has no legal defence against Mary Lou Santaguida for, without limitation, absence of legal capacity, fraud by or to the knowledge of Mary Lou Santaguida, misrepresentation, undue influence or duress.

Qualifications

In addition to any qualifications made within the context of the within correspondence, we have assumed that:

1. The signatures contained in the Security Agreements are genuine;
2. That valuable consideration was given;
3. That all necessary corporate approvals were obtained;
4. Where we have reviewed photocopies of various documents, the copies conform to the original documents;
5. The respective parties had the legal capacity to execute and deliver the documents on behalf of the Debtor

We express no opinion with respect to:

1. The priority of the claim or claims of the Secured Creditor in relation to other secured creditors;
2. Possible trust claims under federal or provincial legislation ranking in priority to the claim or claims of the Secured Creditor;

General Comments

You will note that we have made reference in this correspondence to various executions of documents that were executed, but either not under seal or not witnessed. We are of the opinion that the absence of a corporate seal or absence of a seal generally, or the failure to have a document witnessed, if required, may be viewed an irregularity in form only which will not affect the validity or enforceability of a document so long as it can be shown that sufficient consideration was given and that there exists no issue with respect to the fact of the signature being made or the genuineness thereof.

We would be pleased to review any additional documentation in your file or any additional documentation that you may deem appropriate. If we can be of any further service with respect to this opinion or otherwise, please do not hesitate to contact me.

Best regards,

DEVRY SMITH FRANK *LLP*

A handwritten signature in black ink, appearing to read "Oren Chaimovitch", with a stylized flourish at the end.

Oren Chaimovitch
Lawyer

Properties

PIN 17171 0009 LT **Interest/Estate** Fee Simple
Description PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON
Address 98 JAMES ST S
 HAMILTON

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 2203284 ONTARIO INC.
Address for Service 93 Skyway Avenue
 Unit 104
 Toronto, Ontario M9W 6N6

I, Louie Santaguida, President, have the authority to bind the corporation.

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

Chargee(s)*Capacity**Share*

Name SANTAGUIDA, MARY LOU
Address for Service 14 St. Margarets Drive
 Toronto, ON M4N 2E5

Provisions

Principal \$1,500,000.00 **Currency** CDN
Calculation Period Semi Annually, Not in Advance
Balance Due Date 2023/07/01
Interest Rate 10.0%
Payments
Interest Adjustment Date 2013 07 01
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor

Additional Provisions

Open for pre payment without notice or bonus. Chargor shall make payments towards the Principal amount due and owing to the Chargee in the amount of \$5,000.00 on each anniversary of the Interest Adjustment Date during the term of this Charge.

Signed By

Monica Trombetta 1000 120 Adelaide St. W. acting for Chargor Signed 2013 06 13
 Toronto (s)
 M5H 3V1
 Tel 416 363 2211
 Fax 416 363 0645

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

Submitted By

BAKER SCHNEIDER RUGGIERO LLP 1000 120 Adelaide St. W. 2013 06 13
 Toronto
 M5H 3V1

Submitted By

Tel 416 363 2211

Fax 416 363 0645

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

Properties

PIN 17171 0009 LT **Interest/Estate** Fee Simple
Description PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON
Address 98 JAMES ST S
 HAMILTON

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 2203284 ONTARIO INC.
Address for Service 93 Skyway Avenue
 Unit 104
 Toronto ON M9W 6N6

I, Luigi Santaguida, President, have the authority to bind the corporation.

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

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

Name SANTAGUIDA, MARYLOU
Address for Service 14 St. Maragret's Drive
 Toronto ON M4N 3E5

Provisions

Principal \$701,583.00 **Currency** CDN
Calculation Period
Balance Due Date On Demand
Interest Rate 5.0% per annum
Payments
Interest Adjustment Date
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor

Additional Provisions

This Charge is collateral security securing a bond issued by the Chargee in favour of Terrasan 327 Royal York Rd. Limited with respect to vacating a lien registered as Instrument No. AT4183314 in favour of Limen Group Ltd. from the property described in PIN 07617 0050 LT; interest hereunder shall begin to accrue one day before an event of a default by the Chargor under this Charge.

Signed By

Kevin Bruce Milburn 1000 120 Adelaide St. W. acting for Chargor Signed 2016 04 11
 Toronto (s)
 M5H 3V1

Tel 416 363 2211

Fax 416 363 0645

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

Submitted By

SCHNEIDER RUGGIERO LLP

1000 120 Adelaide St. W.
Toronto
M5H 3V1

2016 04 11

Tel 416 363 2211

Fax 416 363 0645

Fees/Taxes/Payment

Statutory Registration Fee \$62.85

Total Paid \$62.85

File Number

Chargor Client File Number : 36508/BM

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

Filed by
 Dye & Durham Co. Inc.

Filing Date: November 3, 2000

Filing number: 200033

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

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

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

Quiet Possession

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

Right to Distrain

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

Further Assurances

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

Acceleration of Principal and Interest

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

Unapproved Sale

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

Partial Releases

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

Obligation to Insure

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

Obligation to Repair

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

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

*Building
Charge*

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

*Extensions
not to
Prejudice*

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

*No Merger
of Covenants*

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

*Change in
Status*

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

*Condominium
Provisions*

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

Discharge

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

Guarantee

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

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

- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

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

Interpretation

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

Paragraph headings

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

Date of Charge

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

Effect of Delivery of Charge

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

DATED this day of , (year)



Government
of Canada

Gouvernement
du Canada

Bankruptcy and Insolvency Records Search (BIA) search results | Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)

2017-11-02

Search Criteria | Critères de recherche :
Reference | Référence :

Name | Nom = 2203284 Ontario Inc.
MSISP011

A search of the Office of the Superintendent of Bankruptcy records has revealed the following information, for the period 1978 to 2017-10-31, based on the search criteria above-mentioned.

Une recherche dans les dossiers du Bureau du surintendant des faillites a permis de trouver l'information suivante, pour la période allant de 1978 à 2017-10-31, selon les critères de recherche susmentionnés.

BIA Estate Number Numéro du dossier en vertu de la LFI :	32-158974
BIA Estate Name Nom du dossier en vertu de la LFI :	2203284 ONTARIO INC.
Birth Date Date de naissance :	
Province :	Ontario Ontario
Address Adresse :	98 JAMES STRET SOUTH, HAMILTON, Ontario, L8P2Z2
Estate Type Type de dossier :	RECEIVERSHIP MISE SOUS SÉQUESTRE
Date of Proceeding Date de la procédure :	2017-06-22
Total Liabilities* Total du passif* :	\$0
Total Assets* Total de l'actif* :	\$0
First Meeting of Creditors Première assemblée des créanciers :	
Discharge Status Statut de la libération :	
Effective Date Date d'entrée en vigueur :	
Court Number Numéro de cour :	

* As declared by debtor | Tel que déclaré par le débiteur

Appointed Licensed Insolvency Trustee or Administrator Syndic autorisé en insolvabilité ou administrateur nommé :	MSI SPERGEL INC
Responsible Person Personne responsable :	PRINGLE, TREVOR BICKFORD
Address Adresse :	21 King St West, Suite 1602, Hamilton, Ontario, Canada, L8P4W7
Telephone Téléphone :	905-527-2227
Fax Télécopieur :	905-527-6670
Licensed Insolvency Trustee or Administrator's Discharge Date Date de la libération du syndic autorisé en insolvabilité ou de l'administrateur :	

Canada



Protecting the
Integrity of the
Insolvency System

Protéger l'intégrité
du système
d'insolvabilité

Request ID: 019879724
 Transaction ID: 63482513
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2017/02/03
 Time Report Produced: 12:08:28
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2203284	2203284 ONTARIO INC.	2009/04/14
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
93 SKYWAY AVENUE	NOT APPLICABLE	NOT APPLICABLE
Suite # 210 TORONTO ONTARIO CANADA M9W 6N6	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
93 SKYWAY AVENUE		NOT APPLICABLE
Suite # 210 TORONTO ONTARIO CANADA M9W 6N6	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced in Ontario	Date Ceased in Ontario
	NOT APPLICABLE	NOT APPLICABLE
Activity Classification	Number of Directors Minimum Maximum	
NOT AVAILABLE	00001 00010	

Request ID: 019879724
Transaction ID: 63482513
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/02/03
Time Report Produced: 12:08:28
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CORPORATION PROFILE REPORT

Ontario Corp Number

2203284

Corporation Name

2203284 ONTARIO INC.

Corporate Name History

2203284 ONTARIO INC.

Effective Date

2009/04/14

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

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

LOUIE

SANTAGUIDA

Address

94 BROCKPORT DRIVE

TORONTO
ONTARIO
CANADA M9W 5C5**Date Began**

2009/04/14

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 019879724
Transaction ID: 63482513
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/02/03
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CORPORATION PROFILE REPORT

Ontario Corp Number

2203284

Corporation Name

2203284 ONTARIO INC.

**Administrator:
Name (Individual / Corporation)**LOUIE
SANTAGUIDA**Address**94 BROCKPORT DRIVE

TORONTO
ONTARIO
CANADA M9W 5C5**Date Began**

2009/04/14

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**LOUIE
SANTAGUIDA**Address**94 BROCKPORT DRIVE

TORONTO
ONTARIO
CANADA M9W 5C5**Date Began**

2009/04/14

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 019879724
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Category ID: UN/E

Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

2203284

Corporation Name

2203284 ONTARIO INC.

**Administrator:
Name (Individual / Corporation)**LUIGI
SANTAGUIDA**Address**14 ST. MARGARETS DRIVE

TORONTO
ONTARIO
CANADA M4N 3E5**Date Began**

2009/04/14

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

**Administrator:
Name (Individual / Corporation)**LUIGI
SANTAGUIDA**Address**14 ST. MARGARETS DRIVE

TORONTO
ONTARIO
CANADA M4N 3E5**Date Began**

2009/04/14

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Request ID: 019879724
Transaction ID: 63482513
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/02/03
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CORPORATION PROFILE REPORT

Ontario Corp Number

2203284

Corporation Name

2203284 ONTARIO INC.

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

LUIGI
SANTAGUIDA

Address

14 ST. MARGARETS DRIVE

TORONTO
ONTARIO
CANADA M4N 3E5

Date Began

2009/04/14

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 019879724
Transaction ID: 63482513
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/02/03
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CORPORATION PROFILE REPORT

Ontario Corp Number

2203284

Corporation Name

2203284 ONTARIO INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2016/10/06

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

Request ID: 019879726
Transaction ID: 63482517
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/02/03
Time Report Produced: 12:08:32
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CORPORATION DOCUMENT LIST

Ontario Corporation Number

2203284

Corporation Name

2203284 ONTARIO INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
CIA	CHANGE NOTICE PAF: ROSS, PETER M.	1	2016/10/06
CIA	INITIAL RETURN PAF: SANTAGUIDA, LOUIE	1	2009/11/09 (ELECTRONIC FILING)
BCA	ARTICLES OF INCORPORATION	1	2009/04/14 (ELECTRONIC FILING)

THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

ALL "PAF" (PERSON AUTHORIZING FILING) INFORMATION IS DISPLAYED EXACTLY AS RECORDED IN ONBIS. WHERE PAF IS NOT SHOWN AGAINST A DOCUMENT, THE INFORMATION HAS NOT BEEN RECORDED IN THE ONBIS DATABASE.

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.



Ontario

ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND

REGISTRY
OFFICE #62

17171-0009 (LT)

PAGE 1 OF 3

PREPARED FOR Cynen001
ON 2017/09/21 AT 15:26:36

PROPERTY DESCRIPTION:

PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 17171-0141

CAPACITY SHARE

PIN CREATION DATE:

2008/09/22

OWNERS' NAMES

2203284 ONTARIO INC.

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2008/09/19 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
**	SUBSECTION 44 (1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 2008/09/22 **						
HA59712	1895/07/30	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	TRUSTEES OF THE JAMES STREET BAPTIST CHURCH	C
VM36576	1990/02/16	BYLAW				
VM60787	1990/09/07	AGREEMENT			THE CORPORATION OF THE CITY OF HAMILTON	C
REMARKS: HISTORICAL EASEMENT						
VM111553	1992/02/17	NOTICE OF CLAIM		*** DELETED AGAINST THIS PROPERTY ***		
VM241393	1998/02/24	CHARGE		TRUSTEES OF THE JAMES STREET BAPTIST CHURCH		
WE813380	2012/02/10	DISCH OF CHARGE		*** COMPLETELY DELETED ***	BAPTIST CONVENTION OF ONTARIO AND QUEBEC	C
REMARKS: VM241393.						
WE901635	2013/06/04	TRANS RLIGIOUS ORG	\$610,000	TRUSTEES OF THE JAMES STREET BAPTIST CHURCH	2203284 ONTARIO INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
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17171-0009 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE903381	2013/06/13	CHARGE	\$1,500,000	2203284 ONTARIO INC.	SANTAGUIDA, MARY LOU	C
WE998973	2014/10/30	CHARGE	\$5,180,000	2203284 ONTARIO INC.	THE GUARANTEE COMPANY OF NORTH AMERICA	C
WE998974 REMARKS: WE903381 TO WE998973	2014/10/30	POSTPONEMENT		SANTAGUIDA, MARY LOU	THE GUARANTEE COMPANY OF NORTH AMERICA	C
WE1029640 REMARKS: WE903381	2015/04/10	NOTICE	\$2	2203284 ONTARIO INC.	SANTAGUIDA, MARY LOU	C
WE1048981	2015/07/08	CHARGE	\$5,000,000	2203284 ONTARIO INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
WE1048982 REMARKS: WE1048981	2015/07/08	NO ASSGN RENT GEN		2203284 ONTARIO INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
WE1048988 REMARKS: WE998973 TO WE1048982	2015/07/08	POSTPONEMENT		THE GUARANTEE COMPANY OF NORTH AMERICA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
WE1048989 REMARKS: WE903381 WE1048981	2015/07/08	POSTPONEMENT		SANTAGUIDA, MARY LOU	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
WE1111875	2016/04/11	CHARGE	\$701,583	2203284 ONTARIO INC.	SANTAGUIDA, MARYLOU	C
WE1141288	2016/08/12	CHARGE	\$3,000,000	2203284 ONTARIO INC.	DIVERSIFIED CAPITAL INC.	C
WE1141293 REMARKS: WE903381 & WE1029640 TO WE1141288	2016/08/12	POSTPONEMENT		SANTAGUIDA, MARY LOU	DIVERSIFIED CAPITAL INC.	C
WE1141294 REMARKS: WE1111875 TO WE1141288	2016/08/12	POSTPONEMENT		SANTAGUIDA, MARYLOU	DIVERSIFIED CAPITAL INC.	C
WE1141393	2016/08/12	CHARGE	*** COMPLETELY DELETED *** 2203284 ONTARIO INC.	*** COMPLETELY DELETED *** 2203284 ONTARIO INC.	1220356 ONTARIO LIMITED TARAGAR HOLDINGS LIMITED HOWIECO ENTERTAINMENT INC APPEL, AUBRIE APPEL, GAIL	
WE1153428	2016/09/30	DISCH OF CHARGE	*** COMPLETELY DELETED *** 1220356 ONTARIO LIMITED TARAGAR HOLDINGS LIMITED HOWIECO ENTERTAINMENT INC	*** COMPLETELY DELETED *** 1220356 ONTARIO LIMITED TARAGAR HOLDINGS LIMITED HOWIECO ENTERTAINMENT INC		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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ON 2017/09/21 AT 15:26:36

17171-0009 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE1231330	2017/08/24	CONSTRUCTION LIEN	\$30,234	APPEL, AUBRIE APPEL, GAIL MCCALLUM SATHER ARCHITECTS INC.		C

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TAB X

Appendix “X”

	Date	Chq. No.	Advances	Mortgage Balance	Interest Accrued	Balance
	19-Mar-14	51	\$ 49,000	49,000	\$ 161	
March End				49,000		
	02-Apr-14	53	45,000	94,000	\$ 345	
	17-Apr-14	72	11,000	105,000	\$ 39	
	30-Apr-14	203	34,500	139,500	\$ 9	
April End				139,500	\$ 402	
	28-May-14	212	12,500	152,000	\$ 10	
May End				152,000	\$ 1,146	
	04-Jun-14	220	20,000	172,000	\$ 142	
	24-Jun-14	225	70,000	242,000	\$ 115	
June End				242,000	\$ 1,248	245,619
	24-Jul-14	237	45,000	290,619	\$ 86	
	30-Jul-14	241	75,000	365,619	\$ 41	
July End				365,619	\$ 1,988	
	14-Aug-14	244	32,000	397,619	\$ 149	
Aug End				397,619	\$ 3,003	
	04-Sep-14	253	50,000	447,619	\$ 233	
	15-Sep-14	256	85,000	532,619	\$ 349	
Sept End				532,619	\$ 3,266	
	20-Oct-14	262	50,000	582,619	\$ 151	
	29-Oct-14	266	89,000	671,619	\$ 49	
Oct End				671,619	\$ 4,375	
	20-Nov-14	279	90,000	761,619	\$ 246	
Nov End				761,619	\$ 5,516	
	24-Dec-14	297	35,000	796,619	\$ 67	
Dec End				796,619	\$ 6,256	822,393
	13-Jan-15	176	20,000	842,393	\$ 99	
Jan End				842,393	\$ 6,543	
	04-Feb-15	183	30,000	872,393	\$ 197	
Feb End				872,393	\$ 6,919	
	26-Mar-15	111	7,000	879,393	\$ 10	
March End				879,393	\$ 7,165	
	06-Apr-15	116	70,000	949,393	\$ 368	
	29-Apr-15	133	10,500	959,893	\$ 2	
April End				959,893	\$ 5,778	
	06-May-15	138	49,000	1,008,893	\$ 268	
	14-May-15	141	80,000	1,088,893	\$ 280	
May End				1,088,893	\$ 6,307	
	02-Jun-15	145	50,000	1,138,893	\$ 307	
June End				1,138,893	\$ 7,155	1,180,292
July End	31-Jul-15			1,180,292	\$ 8,014	
Aug End	31-Aug-15			1,180,292	\$ 8,014	
Sept End	30-Sep-15			1,180,292	\$ 7,756	
Oct End	31-Oct-15			1,180,292	\$ 8,014	
Nov End	30-Nov-15			1,180,292	\$ 7,756	
Dec End	31-Dec-15			1,180,292	\$ 8,014	1,227,859
Jan End	31-Jan-16			1,227,859	\$ 8,337	
Feb End	29-Feb-16			1,227,859	\$ 7,799	
March End	31-Mar-16			1,227,859	\$ 8,337	
April End	30-Apr-16			1,227,859	\$ 8,068	
May End	31-May-16			1,227,859	\$ 8,337	
June End	30-Jun-16			1,227,859	\$ 8,068	1,276,805
July End	31-Jul-16			1,276,805	\$ 8,669	
Aug End	31-Aug-16			1,276,805	\$ 8,669	
	01-Sep-16	156	6,000	1,282,805	\$ 38	
Sept End	30-Sep-16			1,282,805	\$ 8,390	
Oct End	31-Oct-16			1,282,805	\$ 8,710	
Nov End	30-Nov-16			1,282,805	\$ 8,429	
Dec End	31-Dec-16			1,282,805	\$ 8,710	1,334,421
			\$ 1,115,500	\$ 1,334,421	\$ 218,921	
Principal			1,115,500			
Interest 03/01/2014 - 12/31/2016					218,921	
Interest 01/01/2017 - 03/31/2019					257,580	
Totals			1,115,500		476,501	1,592,001
Per Diem Interest @ \$340.58						

TAB Y

Appendix “Y”

NORMA
(416) 201-8400

* IS LSC the only Shareholder 433
beneficial owner? YES
IS 2203284 ONT. INC PART
OF STANLEY R? - NO
X NO CROSS OVER between the
companies -
NO other company owns other
company as per NORMAN
KARID, controller
MS -

2203284 ONTARIO INC.

Financial Statements

(UNAUDITED - SEE NOTICE TO READER)

For the year ended March 31, 2015

2203284 ONTARIO INC.

Financial Statements

For the year ended March 31, 2015

(UNAUDITED – See Notice To Reader)

	Page No.
Notice to Reader	2
Balance Sheet	3

**NANDLAL CHARTERED ACCOUNTANT**

Licensed Public Accountant

Tel: 905 678 6263
Cell: 416 579 4276
Fax: 1 866 489 7837
E-mail: nandlal@nandlal.ca

NOTICE TO READER

On the basis of information provided by management, I have compiled the balance sheet of 2203284 ONTARIO INC. as at March 31, 2015.

I have not performed an audit or a review engagement in respect of these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

The comparative financial information was compiled by another accountant.

NANDLAL CHARTERED ACCOUNTANT
Licensed Public Accountant
Mississauga, Ontario
April 8, 2015

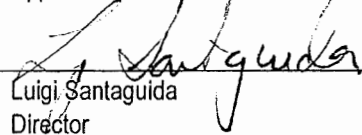
2203284 Ontario Inc.

Balance Sheet (UNAUDITED - See Notice to Reader)

March, 31	2015	2014
ASSETS		
Current Assets		
Cash and cash equivalents	\$11,829	\$2,635
Accounts receivable	12,564	11,851
Sales tax receivable	5,927	-
	\$30,320	\$14,486
Non-current assets		
Security deposits	42,800	-
Real estate under development	3,008,700	839,516
	3,051,500	839,516
TOTAL ASSETS	3,081,820	854,002
LIABILITIES AND SHAREHOLDER'S EQUITY		
Current liabilities		
Accounts Payable	271,535	70,578
Non-current liabilities		
Loan payable	2,810,185	783,324
TOTAL LIABILITIES	3,081,720	853,902
Shareholder's equity		
Share capital:		
Authorized: Unlimited shares of one class without par value		
Issued and outstanding: 100 shares	100	100
Retained earnings	-	-
	100	100
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	\$3,081,820	\$854,002

HAMILTON
PROPERTY1310,185 ZONE
TO WHO? 15MM MARYLOUINTERNAL
LOANIT WILL
POSTPONED
TO US!

Approved on behalf of the Board:


 Luigi Santaguida
 Director

TAB Z

Appendix “Z”

List of Unsecured Creditors

In the matter of the Receivership of 2203284 Ontario Inc.

Receivership Date: 22-Jun-2017

Estate Number: 32-158974

<i>Creditor Name</i>	<i>Original Amount</i>	<i>Updated Amount</i>
Unsecured creditors		
1. Schneider Ruggiero LLP	\$ 28,846.62	\$ 28,846.62
2. Bell Canada F-88 - Business Attn: Insolvency Department	356.08	
3. Collabortive Structures Limited	4,424.00	4,424.00
4. Cushman & Wakefield Ltd.	2,034.00	
5. GSP Group Inc.	4,087.41	
6. Judy Hazen Copywriter	146.90	
7. Kaiser Lachance Communications Inc.	1,235.94	1,235.94
8. Klokwerks Digital Inc.	39,550.00	
9. Krcmar Surveyors Ltd.	9,866.77	9,866.77
10. Louie Santaguida	70,804.24	70,804.24
11. Luna Accounting Services	3,305.25	
12. McCallum Sathers Architects Inc.	20,458.65	
13. Paradigm Transportation Solutions Limited	4,825.10	4,825.10
14. Paula Santos	5,650.00	
15. Pelican Woodcliff	11,300.00	11,300.00
16. Quinn Dressel Associates	7,441.06	7,441.06
17. Right at Home Realty Inc.	8,660.29	
18. Royal LePage State Realty	5,593.50	
19. Royal LePage Your Community Realty	315,578.63	
20. Terraprobe Inc.	31,828.16	31,828.16
21. Town Media	2,254.35	2,254.35
22. Watters Environment Group Inc.	29,775.50	
Total	\$ 608,022.45	\$ 172,826.24

TAB AA

Appendix “AA”



June 17, 2017

2203284 Ontario Inc.
93 Skyway Avenue, #210
Toronto, ON M9W 6N6

Attention: Louie Santaguida

Dear Sirs:

Re: \$5.85 million Bridge Loan Facility (the "Facility")

On January 30, 2017 CORfinancial Corp. ("COR") provided 2203284 Ontario Inc. (the "Borrower") with the above captioned financing offer (the "Facility") which was accepted by the Borrower and Mr. Santaguida (the "Guarantor") on the same day (copy of Commitment attached).

On the strength of the attached acceptance, COR engaged counsel to process the paperwork to complete the documentation and the funds required were segregated and made available to complete the funding.

Despite best efforts on the part of COR over the next five months (February through May 2017) which included exploring and negotiating a number of potential solutions, COR was unable to complete the funding as the Borrower was either not able to or not willing to comply with the terms of the Facility or the accommodations/compromises offered by COR.

Pursuant to the terms of the January 30, 2017 Commitment the Borrower and Guarantor are responsible for all commitment fees and other costs associated with the Commitment (see Fees/Interest and Payments section). Accordingly, the Borrower and Guarantor are indebted to COR in the amount of \$291,724.32 which is made up as follows:

Legal fees	15,000.00
Commitment fees per the Commitment	102,375.00
Interest on \$5.1M at 9.75%pa for 150 days	<u>204,349.32</u>
	321,724.32
Less amount paid	<u>30,000.00</u>
	<u><u>\$ 291,724.32</u></u>

This amount is due and payable immediately by certified cheque, bank draft or wire transfer. If you are unable to make this payment in full and require additional time to pay, please contact us by no later than the close of business on Monday June 19, 2017.

Failure to pay or to reach out to negotiate a payment schedule may result in immediate action being taken against you to recover this indebtedness without further notice.

Yours truly,
CORfinancial Corp.

Per: 
Eric Inspektor

Cc: Mark Atlin

TAB BB

Appendix “BB”

Court File No. CV-17-11827-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Applicant

- and -

2203284 ONTARIO INC.

Respondent

**AFFIDAVIT OF DEBORAH HORNBOSTEL
(Sworn April 8, 2019)**

I, **DEBORAH HORNBOSTEL**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Partner with msi Spergel Inc. ("**Spergel**"), the Court Appointed Receiver of 2203284 Ontario Inc., and as such have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. By Order of the Honourable Justice Conway dated June 22, 2017, Spergel was appointed as Receiver of the Respondent.
3. In connection with the receivership of the Respondent, fees of \$276,747.00 were incurred by Spergel from May 1, 2018 to and including March 31, 2019, exclusive of applicable

HST of \$35,977.11, as provided for in Spergel's summary of time, invoices and related detailed time dockets appended hereto as **Exhibit "1"** to this my Affidavit. This represents 703.9 hours at an effective hourly rate of \$393.16.

4. To the best of my knowledge the rates charged by Spergel in connection with acting as Receiver are comparable to the rates charged by other firms for the provision of similar services.

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

B. Eileen Sturge

Commissioner for Taking Affidavits

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msl Spergel Inc. and
Spergel & Associates Inc.
Expires September 21, 2019.

Deborah Hornbostel

Deborah Hornbostel CPA, CA, LIT, CIRP, CFE

**Exhibit "1" of the Affidavit of
Deborah Hornbostel
Sworn before me on this 8th day of April, 2019**


A Commissioner, Etc.

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msl Spergel Inc. and
Spergel & Associates Inc.
Expires September 21, 2019

Summary Of Time For The Period May 1, 2018 Through March 31, 2019

	Hours	Average Rate	Fees
Alan Spergel CPA, CA, FCIRP, CFE, LIT	0.30	\$ 515.00	\$ 154.50
Daniel Battiston CPA, CA, CIRP, LIT	121.30	325.00	39,422.50
Deborah Hornbostel CPA, CA, CIRP, CFE, LIT	335.40	520.44	174,555.00
Evan McCollagh	19.90	166.56	3,314.50
Frieda Kanaris	167.80	248.57	41,710.00
Harvey Lipman CPA, CA, CIRP, LIT	0.80	521.25	417.00
Haran Savanathan	7.70	121.10	932.50
Inga Friptuleac	19.30	75.00	1,447.50
Mukul Manchanda CIRP, LIT	2.00	360.00	720.00
Philip Gennis LLB, CIRP, LIT	2.80	519.64	1,455.00
Rashid Peeroo	3.00	175.00	525.00
Eileen Sturge	0.50	250.00	125.00
Trevor Pringle CFE, CIRP, LIT	23.10	518.12	11,968.50
Total	703.90	\$ 393.16	\$ 276,747.00


SPERGEL

October 12, 2018

Invoice #: 11575

2203284 Ontario Inc.
 c/o msi Spergel inc.
 505 Consumers Road, Suite 200
 Toronto, ON M2J 4V8

Invoice

RE: 2203284 Ontario Inc.

Interim invoice for services rendered as court-appointed Receiver of 2203284 Ontario Inc. for the period May 1, 2018 to September 30, 2018.

	Hours	Hourly Rate	Total
Alan Spergel, CPA, CA, FCIRP, CFE, Trustee	0.10	\$495.00	\$49.50
Philip H. Gennis, LL.B., CIRP, Trustee	1.00	510.00	510.00
Harvey S. Lipman, CPA, CA, CIRP, Trustee	0.60	520.00	312.00
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	96.00	509.06	48,870.00
Trevor Pringle, CFE, CIRP, Trustee	13.70	513.39	7,033.50
Daniel Battiston, CPA, CA, CIRP, Trustee	9.40	325.00	3,055.00
Frieda Kanaris	18.40	236.96	4,360.00
Evan McCullagh	16.00	164.50	2,632.00
Mukul Manchanda, CIRP, Trustee	0.60	325.00	195.00
Others	5.10	85.78	437.50
Total Professional fees	160.9	\$419.23	\$67,454.50
HST			8,769.09
Total			\$76,223.59

HST Registration #R103478103

(AA2203)

msi Spergel inc. Licensed Insolvency Trustees 505 Consumers Road, Suite 200, Toronto, ON M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199

• Barrie 705 722 5090 • Hamilton 905 527 2227 • Mississauga 905 602 4143 • Oshawa 905 721 8251 • Toronto-Central 416 778 8813
 • Brampton 905 874 4905 • London 519 902 2772 • Peterborough 705 748 3333 • Scarborough 416 642 1363 • Saskatchewan 306 341 1660

Member **CAIRP** Canadian Association of Insolvency
 and Restructuring Practitioners

www.spergel.ca

Member **ICIN** The Independent Canadian Insolvency Network

Filters Used:

- Time Entry Date: 5/01/18 to 9/30/18
- File ID: AA2203: to AA2203:

Printed on: 10/05/18
Page 1 of 12

File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Alan Spergel (ASP)			0.10	\$495.00	\$49.50
Thur	05/10/2018	Review/sign cheques	0.10		\$49.50
Daniel Battiston (DBA)			2.30	\$325.00	\$747.50
Wed	05/02/2018	Assistance with finalizing court report and appendices to report.	3.10	\$325.00	\$1,007.50
Thur	05/03/2018	Assistance with finalizing court report and appendices to report.	2.00	\$325.00	\$650.00
Fri	06/01/2018	Filing of 2017-2018 outstanding corporate tax returns.	2.00	\$325.00	\$650.00
Mon	06/11/2018	Preparation and filing of all outstanding corporate tax returns.	9.40		\$3,055.00
Deborah Hornbostel (DHO)			3.50	\$495.00	\$1,732.50
Tues	05/01/2018	Telephone discussion with Lawrence Hansen re Protocol and Deposit Claims orders, update TP, review amended Court Order, send final draft to Lawrence for circulation to GCNA and Tarion, commence review of report, prepare blackline of APS for report, instructions to DB to prepare fee affidavit and R&D	3.70	\$495.00	\$1,831.50
Wed	05/02/2018	Work on Court report	3.80	\$495.00	\$1,881.00
Thur	05/03/2018	Work on finalizing report and appendices, execute and issue to DSF	0.30	\$495.00	\$148.50
Fri	05/04/2018	prepare and send original report and fee affidavit via courier to solicitor via courier	0.20	\$495.00	\$99.00
Tues	05/08/2018	Review emails from Lawrence Hansen re Tarion and GCNA responses to proposed claims and procedure order	0.20	\$495.00	\$99.00
Wed	05/09/2018	Receipt and review of email from City of Hamilton extending Site plan approval, forward to TP and L.Hansen	0.30	\$495.00	\$148.50
Thur	05/10/2018	Review proposed changes to draft Claims procedure order and respond to Lawrence	0.40	\$495.00	\$198.00
Fri	05/11/2018	Review and comment on email from L. Hansen re Zimmerman settlement and draft Approval and Vesting order.	1.30	\$495.00	\$643.50
Mon	05/14/2018	Review current versions of AVO, Claims Procedure Order and Ancillary order, prepare and arrange for posting of court material on website	3.30	\$495.00	\$1,633.50
Tues	05/15/2018	Review email from Lawrence and related documents from BLG (recent McEwan Court Order re termination of APS, revised language in draft Claims Procedure Order), provide copy of standard APS to Lawrence, follow up on website postings, discussion with TP, review APS and Tarion Addendum in detail, discussion with Lawrence on supplementary report of the Receiver, review/edit draft report, finalize and issue, prepare for court attendance tomorrow	4.20	\$495.00	\$2,079.00
Wed	05/16/2018	Attend at Court for sale approval and ancillary orders, discussion with Trevor re issues that arose at court, attend to posting of the court order on website, review financial records wrt MaryLou Santaguida and Santerra	0.80	\$495.00	\$396.00
Thur	05/17/2018	Review and respond to email from Lawrence Hansen re GCNA's counsel's concern about deposits with Zimmerman cc with TP and Lawrence Hansen re pursuing Santaguida and Santerra and GCNA's latest concerns re SR Law	0.90	\$495.00	\$445.50
Fri	05/18/2018	Review and comment on draft correspondence and release to Zimmerman and Moldaver, various filing and organizing			

Filters Used:

- Time Entry Date: 5/01/18 to 9/30/18
- File ID: AA2203: to AA2203:

Printed on: 10/05/18
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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Tues	05/22/2018	Review correspondence file and returned mail, update deposit contact list and incorporate deposit amounts into schedule, instructions to FK to input all data into new Ascend account, review correspondence sent to Brett Moldaver, locate and send property tax statement and info from City of Hamilton to Oren Chaimovitch	3.10	\$495.00	\$1,534.50
			0.10	\$495.00	\$49.50
Wed	05/23/2018	Review and approve accounts payable	0.90	\$495.00	\$445.50
Thur	05/24/2018	Review and approve accounts payable, review various draft closing documents prepared by Oren and the APS schedules and provide comments to Oren, review his further emails with the purchaser			
			0.40	\$495.00	\$198.00
Fri	05/25/2018	Review email from Lawrence Hansen, execute Zimmerman release and send to Lawrence	0.90	\$495.00	\$445.50
Tues	05/29/2018	Review various emails and correspondence from Lawrence Hansen re Zimmerman, review and respond to email from Oren re closing of APS, receipt of cheques from Zimmerman and Moldaver, prepare deposit requisition			
			1.50	\$495.00	\$742.50
Wed	05/30/2018	Draft and circulate for comment the termination letter to unit purchasers.	2.50	\$495.00	\$1,237.50
Thur	05/31/2018	Review Deposit Claims Procedure Order and commence planning of implementation, instructions to Frieda for placement of advertising, various email exchanges with Lawrence Hansen re implementation issues/concerns and the draft correspondence to unit purchasers, discussion with Josie of BDO re status of payment to Diversified			
			6.50	\$495.00	\$3,217.50
Fri	06/01/2018	Review email from Oren Chaimovitch, prepare and execute in triplicate all required closing documents, prepare pdfs and arrange courier of docs, work on preparing termination letter to individual purchasers, discussion with TP regarding return of deposits to potentially defaulted APS purchasers, work on preparing notices for issuance to unit holders and, Claims Procedure Package, website posting documents, arrange for photocopying of 185 Court Orders, review and comment on Hamilton Spectator draft ad, tc from William Tam unit purchaser, update from Oren regarding request by purchaser for extension to close, review correspondence from CRA, arrange for DB to file o/s corporate tax returns			
			1.50	\$495.00	\$742.50
Mon	06/04/2018	Follow up on printing of court order, review emails on the status of the Hue's ability and timing to close, review responses, review court order for implications, continue planning for claims procedure documentation, respond to queries from unit purchasers			
			0.40	\$495.00	\$198.00
Tues	06/05/2018	various emails on delayed closing and ramifications, provide	1.70	\$495.00	\$841.50
Thur	06/07/2018	Telephone call from William Tam re status of deposit return, respond to email from Hassan Chaudhary re same, prepare letter to purchasers to advise of status of closing and deposit claims process, arrange for website posting of letter and amendment to title			
			0.10	\$495.00	\$49.50
Fri	06/08/2018	Voice Mail to David Spencer re trust funds	0.50	\$495.00	\$247.50
Mon	06/11/2018	Drafting Receipt Acknowledgment, discuss discrepancy issues with TP	1.50	\$495.00	\$742.50
Thur	06/14/2018	Work on claims process package	0.50	\$495.00	\$247.50
Mon	06/18/2018	Finalize draft Acknowledgement Form and compare document and send to Lawrence Hansen for review			
			0.30	\$495.00	\$148.50
Tues	06/19/2018	Telephone call to David Spencer re turnover of trust funds, review email from Lawrence Hansen re Acknowledgement Form and funds and respond			

Filters Used:

- Time Entry Date: 5/01/18 to 9/30/18
- File ID: AA2203: to AA2203:

Printed on: 10/05/18

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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Wed	06/20/2018	Voicemail from David Spencer of SR Law, email update to Lawrence Hanson/TP re status of funds transfer and form 4	0.40	\$495.00	\$198.00
Thur	06/21/2018	Review email from David Spencer, review and approve accounts payable, arrange for opening of trust account for deposit claims, provide wire instructions to Lola at SR Law	0.90	\$495.00	\$445.50
Fri	06/22/2018	Review email from SR Law, prepare email to Oren Chaimovitch to seek directions and draft of Form 4	0.50	\$495.00	\$247.50
Mon	06/25/2018	Return tc to Seline, tcs to Oren Chaimovitch and TP	0.30	\$495.00	\$148.50
Tues	06/26/2018	Review email from Oren Chaimovitch and prepare executed Undertaking, email it to Oren	0.80	\$495.00	\$396.00
Fri	06/29/2018	Attend to review, preparation and execution of various closing documents, tc to David Spencer to confirm status of transfer of deposit funds, cheque requisition for printing charges, review revised payout statement from DUCA, discussion with TP re closing plans	2.80	\$495.00	\$1,386.00
Tues	07/03/2018	Review various emails from Trevor, M.Zuk, L.Hansen and CBRE re one month closing delay request by Hue, vm and email to L. Hansen, Nate Pace, TP, filing documents, review of CRA accounts online, change address and direct deposit information, prepare and file outstanding HST returns, verify corporate tax assessments, tc with Lawrence Hansen re requested extension and ramifications, further update from M.Zuk re 2 month extension and smaller deposit, email to Lauren White re potential buyers	3.20	\$525.00	\$1,680.00
Wed	07/04/2018	Update from Lawrence Hansen re Hue extension proceedings, update to Lauren White of CBRE, work on correspondence to purchasers re deposits, send versions to Lawrence and Oren for comments, review info for merge with Frieda	3.50	\$525.00	\$1,837.50
Thur	07/05/2018	Attending to the extension agreement re Hue Development, tc to Nate Pace of CBRE re extension/financing, discussion with Evan re site visit and discussions thereat, draft correspondence to purchasers to advise of change in closing date, finalize Form 4 for issuance, various emails/discussions with Lawrence re extension and claims procedure changes, review and execute extension agreement and obtain and provide wire transfer instructions, review and approve draft correspondence to service list, review website posting charges, review returned mail for corrections to unit purchaser mailings, update Oren and Lawrence on issuance of correspondence to unit purchasers	4.50	\$525.00	\$2,362.50
Fri	07/06/2018	Email to HS for verification of deposit funds receipt re extension, supervise mailings to unit purchasers, review and respond to emails regarding extension agreement and deposit payment,	0.50	\$525.00	\$262.50
Mon	07/09/2018	Review and respond to email from Lauren White of CBRE re status, update from HS re status of deposit receipt, update TP, emails from Oren and Lawrence re new extension agreement, review amended agreement, tc from Win Tam unit purchaser	0.70	\$525.00	\$367.50
Tues	07/10/2018	Follow up on remaining wire transfer funds from Hue, update from TP re payout of Diversified debt.	0.20	\$525.00	\$105.00
Wed	07/11/2018	Review proposed amended Claims Procedure Order, prepare and send comments regarding Acknowledgement of Receipt of Funds to L. Hansen	1.50	\$525.00	\$787.50
Thur	07/12/2018	Follow up on amending agreement, receipt thereof and forwarding of it to CBRE	0.30	\$525.00	\$157.50
Mon	07/16/2018	Review Schedule G re Taron comments, amend and respond to email from L. Hansen	0.40	\$525.00	\$210.00
Fri	07/20/2018	Review CRA correspondence, prepare deposit requisition	0.30	\$525.00	\$157.50

Filters Used:

- Time Entry Date: 5/01/18 to 9/30/18
 - File ID: AA2203: to AA2203:

Printed on: 10/05/18

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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Wed	07/25/2018	Return tc to Valery Novana unit purchaser, review emails he received from Michael St. Jean, email to St. Jean to clarify matters	0.50	\$525.00	\$262.50
Thur	07/26/2018	Follow up with Lawrence Hansen re status of court order changes, review of correspondence from Karey Lanau re MPAC appeal, tc to her, email to ARB registrar for information on the appeal	0.90	\$525.00	\$472.50
Fri	07/27/2018	Email exchanges with Janusha Lokram, Case coordinator for ARB	0.30	\$525.00	\$157.50
Mon	07/30/2018	Tel call to MPAC for access code to register online, review various assessments and correspondence available online,	1.20	\$525.00	\$630.00
Tues	07/31/2018	Review MPAC assessments and statement of account/taxes levied by City of Hamilton, tc to Leila at MPAC Hamilton office, vm to John Chow assigned assessment officer, email to TP to advise of situation. prepare and submit online address change to MPAC, tcs from John Chow re assessments and procedures, prepare and email letter to Karey Lanau of CDG lawyers to request extension for appeals	2.50	\$525.00	\$1,312.50
Wed	08/01/2018	Review email from Karey Lanau re status and procedures for appeal, tc to Oren Chaimovitch to discuss situation, prepare ARB Expedited Board Directions Form and provide all documents to Oren Chaimovitch for review and instructions, email to Karey Landau for MPAC and David Janaszek for the City of Hamilton to request filing extension to September 28, 2018, further email exchange with Karey, update ARB form, review E status appeals online at ARB, request and review motion material from MPAC, return tc to Mr. Leclaire unit purchaser	2.90	\$525.00	\$1,522.50
Thur	08/02/2018	Review email from K. Lanau re extension request, email to Oren to update, update tc with TP	0.30	\$525.00	\$157.50
Fri	08/03/2018	Review all returned mail from unit purchasers, review correspondence files for alternative contact info and send out notices via email/mail requesting updated mailing addresses, update ascend and excel files with responses	3.50	\$525.00	\$1,837.50
Tues	08/07/2018	Follow up on returned mail of unit purchasers and responses, vm to Oren Chaimovitch re Property tax appeal, locate contact info for David Janszek, vm to him, update ARB form for submission request	1.80	\$525.00	\$945.00
Wed	08/08/2018	TC with Oren Chaimovitch	0.30	\$525.00	\$157.50
Thur	08/09/2018	Emails with Oren re property tax appeal consultant	0.30	\$525.00	\$157.50
Fri	08/10/2018	Review email from Stephen Longo and tc with him to discuss options, update tc with TP and email to Stephen to confirm instructions	0.50	\$525.00	\$262.50
Mon	08/13/2018	TC from unit purchaser William Tam, review returned mail and issue correspondence via email	0.60	\$525.00	\$315.00
Tues	08/14/2018	Update records re new address info of unit purchaser, email exchange with Stephan Longo re tax appeal negotiations	0.50	\$525.00	\$262.50
Fri	08/17/2018	Updates from Lawrence Hansen re Court date to amend claims procedure and status of closing, from Stephen Longo re MPAC response and City of Hamilton on settlement proposal, review fax from Frankel Law re ENG purchase deposits and Lola Fazzalari's response	0.60	\$525.00	\$315.00
Tues	08/21/2018	Review and respond to email from Ravi Toor re status of sale and claims process	0.30	\$525.00	\$157.50
Wed	08/22/2018	Email exchange with Stephen Longo re status of discussions with David Janaszek	0.20	\$525.00	\$105.00
Thur	08/23/2018	Review voice mail from Catherine Caruso and respond	0.30	\$525.00	\$157.50
Fri	08/24/2018	Review email and voice mail from Stephen Longo, tc with him to discuss options and issues, review email from Ravi Toor	0.60	\$525.00	\$315.00
Mon	08/27/2018	Review email from David Janaszek and forward to Stephen Longo	0.20	\$525.00	\$105.00

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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Tues	08/28/2018	Check on CRA account status online and email update to Alice Tien	0.20	\$525.00	\$105.00
Wed	08/29/2018	Respond to email from unit purchaser, update from L. Hansen re newly obtained claims procedure order and endorsement, review and approve accounts payable	0.30	\$525.00	\$157.50
Thur	08/30/2018	Discussion with TP re new extension request by purchaser, review email from Lawrence Hansen re extension terms, update Stephen Longo re delayed closing.	0.40	\$525.00	\$210.00
Tues	09/04/2018	Review various emails relating to Hue offer including commitment letter and CBRE update on upcoming financing meeting, discussion with TP and review email from L. Hansen regarding potential to assign APS	0.50	\$525.00	\$262.50
Wed	09/05/2018	Tc from William Tam unit purchaser, review emails from Zuk/Hansen re status of offer/extension, review and execute closing documents and send to Oren, email to City of Hamilton legal department for current property tax bill and to request address change, forward final property tax bill to Oren for closing documents	1.10	\$525.00	\$577.50
Thur	09/06/2018	Review status updates on closing and extension agreement	0.30	\$525.00	\$157.50
Fri	09/07/2018	Review file on property tax appeal issue, update ARB submission form, tc with Stephen Longo re his tc with David Janaszek of City of Hamilton and plan for future action, email him various documents for Notice of Issues submission, tracking of Hue funds via wire transfer	1.40	\$525.00	\$735.00
Mon	09/10/2018	Verify correct wire transfer details, respond to 2 unit purchasers requesting updates, prepare letter to unit purchasers for mailing and posting today, email to Mukul for website postings and reorganization, review email from Stephen Longo and submitted Statement of Issues to ARB re property taxes, respond to him and update TP on status of proceedings	2.10	\$525.00	\$1,102.50
Tues	09/11/2018	Review and respond to emails from unit purchasers requesting updates	0.40	\$525.00	\$210.00
Wed	09/12/2018	Update from Stephen Longo re minutes of settlement status	0.10	\$525.00	\$52.50
Fri	09/14/2018	Review, execute and send minutes of settlement to Stephen Longo, Review and approve accounts payable	0.60	\$525.00	\$315.00
Mon	09/17/2018	Review email from City of Hamilton and current statement of account on property taxes, review correspondence from Peter Dudzic and respond, supervise FK re unit purchasers	0.40	\$525.00	\$210.00
Tues	09/18/2018	Review correspondence from Serafini Sakran, update Ascend and master unit purchaser list, review property tax info/statements from the City, file returned mail and various other materials	0.60	\$525.00	\$315.00
Thur	09/20/2018	Review email from Stephen Longo, email to Oren and Lawrence to suggest holdback if adjustment not posted to property tax account	0.30	\$525.00	\$157.50
Fri	09/21/2018	Review emails from Trevor and Oren re Hue deposit and property taxes	0.20	\$525.00	\$105.00
Mon	09/24/2018	Status update from Oren Chaimovitch re closing	0.10	\$525.00	\$52.50
Tues	09/25/2018	Review property tax billings to calculate expected refund and provide it along with other documents to Oren Chaimovitch	0.90	\$525.00	\$472.50

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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Wed	09/26/2018	Review email from Oren re property tax adjustment issues and proposed statement of adjustments, email to Stephen Longo re potential for reversal of penalty and interest charges, email to Oren re implications of adjustments, review email from Trevor re his discussion with Serge of Duca on the rumoured lack of financing, discussion with TP re same, review email from Lawrence re Zuk status, review email response from Stephen Longo re application of refund	0.90	\$525.00	\$472.50
Thur	09/27/2018	Review email from Laren at CBRE regarding Hue transaction/financing status, discuss with TP, email to Larence for update, review response, review and sign cheque	0.40	\$525.00	\$210.00
Fri	09/28/2018	Various emails on closing status, return tc to unit purchaser Pete Matestic	0.40	\$525.00	\$210.00
Deborah Hornbostel (DHO)			96.00		\$48,870.00
Evan McCullagh (EMC)					
Wed	05/02/2018	Site visit.	0.10	\$135.00	\$13.50
Fri	05/04/2018	Site visit.	0.10	\$135.00	\$13.50
Mon	05/07/2018	- Review quinn dressel report and invoice, prep CHQ REQ.	0.30	\$135.00	\$40.50
Tues	05/08/2018	Site visit.	0.10	\$135.00	\$13.50
Wed	05/09/2018	Site visit.	0.10	\$135.00	\$13.50
Fri	05/11/2018	Site visit.	0.10	\$135.00	\$13.50
Mon	05/14/2018	site visit.	0.10	\$135.00	\$13.50
Wed	05/16/2018	Site visit.	0.10	\$135.00	\$13.50
Fri	05/18/2018	Site visit.	0.30	\$135.00	\$40.50
Tues	05/22/2018	- Site visit; - Review Alectra invoice, prep chq req	0.10	\$135.00	\$13.50
Wed	05/23/2018	Site visit.	0.10	\$135.00	\$13.50
Fri	05/25/2018	Site visit.	0.10	\$135.00	\$13.50
Mon	05/28/2018	Site visit.	0.10	\$135.00	\$13.50
Tues	05/29/2018	Site visit.	0.10	\$135.00	\$13.50
Fri	06/01/2018	Site visit.	0.50	\$135.00	\$67.50
Mon	06/04/2018	Site visit, supervise landscaping at site.	0.10	\$135.00	\$13.50
Wed	06/06/2018	Site visit.	0.50	\$135.00	\$67.50
Thur	06/07/2018	- Site visit, supervise final clean up of grass at site; - Discussion with Robin St Jean re update on sale, deposit claims procedure.	0.10	\$135.00	\$13.50
Fri	06/08/2018	Site visit.	0.30	\$135.00	\$40.50
Mon	06/11/2018	- Site visit; - Discussion with Creditor (Bell) re status; - Correspondence with FCA re update and status report.	0.10	\$135.00	\$13.50
Wed	06/13/2018	Site visit.	0.10	\$135.00	\$13.50
Fri	06/15/2018	Site visit.	0.10	\$135.00	\$13.50
Mon	06/18/2018	Site visit	0.10	\$135.00	\$13.50
Wed	06/20/2018	Site visit.	0.10	\$135.00	\$13.50
Fri	06/22/2018	Site visit.	0.10	\$135.00	\$13.50
Mon	06/25/2018	Site visit.	0.10	\$135.00	\$13.50
Wed	06/27/2018	Site visit	0.10	\$135.00	\$13.50
Fri	06/29/2018	Site visit.	0.10	\$175.00	\$17.50
Wed	07/04/2018	Site visit.	1.00	\$175.00	\$175.00
Thur	07/05/2018	Site visit and meeting with Lifestyle Homes and Downing Financial re walkthrough of site. discussion with DH re update. Email to Rocco re landscaping.			

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Day	Date	Memo	B-Hrs	B-Rate	Amount
Evan McCullagh (EMC)					
Fri	07/06/2018	Site visit, discussion with Rocco re landscaping.	0.10	\$175.00	\$17.50
Mon	07/09/2018	Site visit.	0.10	\$175.00	\$17.50
Thur	07/12/2018	Site visit.	0.10	\$175.00	\$17.50
Tues	07/17/2018	Site visit, supervision of removal of grass/landscaping.	1.00	\$175.00	\$175.00
Thur	07/19/2018	Site visit, supervision of grass removal and landscaping.	0.50	\$175.00	\$87.50
Mon	07/23/2018	Site visit.	0.10	\$175.00	\$17.50
Wed	07/25/2018	Site visit, discussion with TP re break in, meeting with Mike re security check, bored up window, memo to file. Discussion with Rocco re break in.	1.00	\$175.00	\$175.00
Thur	07/26/2018	Site visit.	0.10	\$175.00	\$17.50
Mon	07/30/2018	Site visit	0.10	\$175.00	\$17.50
Wed	08/01/2018	Site visit.	0.10	\$175.00	\$17.50
Fri	08/03/2018	General	0.10	\$175.00	\$17.50
Tues	08/07/2018	Site visit.	0.10	\$175.00	\$17.50
Thur	08/09/2018	- Site visit, security check, break in: discussion with TP, discussion with Rocco re board door.	0.50	\$175.00	\$87.50
Fri	08/10/2018	Meeting at James Street re site visit, boarding of door.	1.00	\$175.00	\$175.00
Mon	08/13/2018	site visit.	0.10	\$175.00	\$17.50
Wed	08/15/2018	Site visit.	0.10	\$175.00	\$17.50
Thur	08/16/2018	Site visit.	0.10	\$175.00	\$17.50
Tues	08/21/2018	Site visit.	0.10	\$175.00	\$17.50
Wed	08/22/2018	Discussion and correspondence with various deposit holders re claims package. Correspondence with FK re same.	0.10	\$175.00	\$17.50
Thur	08/23/2018	Site visit, supervise landscaping.	0.10	\$175.00	\$17.50
Fri	08/24/2018	Site visit.	0.10	\$175.00	\$17.50
Mon	08/27/2018	Site visit.	1.00	\$175.00	\$175.00
Wed	08/29/2018	- Site visit, discussion with TP re trespassers. Re-attend property, confirm entry points. Contact police re items left. Contact Rocco re quote.			
Thur	08/30/2018	- Site visit, verified trespasser items still there. f/u with police re items; Draft memo re trespasser, discussion with TP.	0.30	\$175.00	\$52.50
Fri	08/31/2018	- Site visit, items still there. update memo, discussion with Hamilton Police dispatch.	0.30	\$175.00	\$52.50
Tues	09/04/2018	- Site visit, mtg with Hamilton Police re items left by trespasser, finalise memo, mtg w/ Mike re board up door. Discussion with TP.	1.00	\$175.00	\$175.00
Wed	09/05/2018	- Correspondence re property tax statement, review statement.	0.10	\$175.00	\$17.50
Thur	09/06/2018	Site visit.	0.10	\$175.00	\$17.50
Fri	09/07/2018	Site visit.	0.10	\$175.00	\$17.50
Mon	09/10/2018	- Site visit; review Lockit invoice, prep cheque req.	0.30	\$175.00	\$52.50
Wed	09/12/2018	Site visit.	0.10	\$175.00	\$17.50
Thur	09/13/2018	Site visit.	0.10	\$175.00	\$17.50
Tues	09/18/2018	Site visit.	0.10	\$175.00	\$17.50
Wed	09/19/2018	Site visit.	0.30	\$175.00	\$52.50
Fri	09/21/2018	Site visit, discussion with Rocco re fencing and grass cutting.	0.10	\$175.00	\$17.50
Tues	09/25/2018	Site visit.	0.10	\$175.00	\$17.50
Thur	09/27/2018	Site visit.	0.50	\$175.00	\$87.50
Fri	09/28/2018	Site visit, mtg with Mike re fencing and landscaping. draft key receipt. Update TP.			
Evan McCullagh (EMC)			16.00		\$2,632.00
Frieda Kanaris (FKA)					
Tues	05/01/2018	Review and respond to email from unit purchaser, forward copy of Notice sent in March.	0.10	\$220.00	\$22.00

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Frieda Kanaris (FKA)					
Wed	05/02/2018	T/c from unit purchaser, email copy of Notice sent in March.	0.10	\$220.00	\$22.00
Tues	05/22/2018	Update Excel spreadsheet for importing unit purchasers' info into Ascend.	1.20	\$220.00	\$264.00
Wed	05/23/2018	Update Excel spreadsheet for importing unit purchasers' info into Ascend, import info into Ascend.	2.30	\$220.00	\$506.00
Fri	05/25/2018	T/c with unit purchaser; review and reply to email from unit purchaser.	0.20	\$220.00	\$44.00
Tues	05/29/2018	T/c from unit purchaser.	0.10	\$220.00	\$22.00
Thur	05/31/2018	Forward claims notice to Hamilton Spectator and Toronto Star requesting quotes.	0.30	\$220.00	\$66.00
Fri	06/01/2018	Discussion of DH re ad and mailing to unit purchasers; review draft ad from Hamilton Spectator and forward revisions; merge notice to unit purchasers for mailing Notice of termination.	1.20	\$220.00	\$264.00
Tues	06/05/2018	T/c from unit purchaser; review draft ad (and revised ad) from Toronto Star.	0.30	\$220.00	\$66.00
Thur	06/07/2018	T/c from unit purchaser.	0.10	\$220.00	\$22.00
Thur	06/07/2018	Prepare labels, photocopy letter, attend to mailing notice to unit purchasers.	1.30	\$220.00	\$286.00
Tues	06/12/2018	Review email and amend mailing list with new address for unit purchaser.	0.10	\$220.00	\$22.00
Fri	06/15/2018	T/c's from unit purchasers, forward Notice via email.	0.20	\$220.00	\$44.00
Mon	06/25/2018	Review and respond to email inquiry from unit purchaser.	0.10	\$220.00	\$22.00
Wed	06/27/2018	T/c with unit purchaser, update mailing address.	0.20	\$220.00	\$44.00
Thur	06/28/2018	Exchange of emails with unit purchaser.	0.20	\$220.00	\$44.00
Thur	07/05/2018	Discussions with DHO re notices to be mailed to unit purchasers, discuss revisions; merge Form 4 (Evidence of Compliance), review forms.	1.30	\$250.00	\$325.00
Fri	07/06/2018	Print merged Form 4 (Evidence of Compliance), print labels, photocopy letter, attend to mailing; return t/c to unit purchaser.	1.20	\$250.00	\$300.00
Mon	07/09/2018	Review and respond to email inquiries; t/c from unit purchaser; calculate postage and copy charges for mailing notices, requisition payment for same.	0.50	\$250.00	\$125.00
Wed	07/11/2018	Review and respond to email from unit purchaser; t/c from unit purchaser.	0.20	\$250.00	\$50.00
Thur	07/12/2018	Review and respond to email inquiry and t/c.	0.20	\$250.00	\$50.00
Mon	07/16/2018	Review and respond to email from purchaser.	0.20	\$250.00	\$50.00
Tues	07/17/2018	Respond to t/c from unit purchaser.	0.20	\$250.00	\$50.00
Thur	07/19/2018	Review and respond to email and t/c inquiries from unit purchasers.	0.30	\$250.00	\$75.00
Tues	07/24/2018	Review email from unit purchaser.	0.10	\$250.00	\$25.00
Mon	07/30/2018	Review and respond to email from unit purchaser.	0.10	\$250.00	\$25.00
Thur	08/02/2018	Respond to t/c from unit purchaser.	0.10	\$250.00	\$25.00
Fri	08/03/2018	T/c from unit purchaser.	0.10	\$250.00	\$25.00
Tues	08/07/2018	Review and reply to email from unit purchaser.	0.10	\$250.00	\$25.00
Wed	08/15/2018	T/c with unit purchaser.	0.20	\$250.00	\$50.00
Thur	08/23/2018	T/c with unit purchaser.	0.20	\$250.00	\$50.00
Tues	08/28/2018	Review and respond to emails and t/c's from unit purchasers.	0.20	\$250.00	\$50.00
Wed	08/29/2018	Review and respond to t/c's and email inquiries from unit purchasers.	0.30	\$250.00	\$75.00
Thur	08/30/2018	T/c from unit purchaser.	0.10	\$250.00	\$25.00
Fri	08/31/2018	T/c from unit purchaser.	0.10	\$250.00	\$25.00
Tues	09/04/2018	Review and respond to email inquiries.	0.30	\$250.00	\$75.00

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Day	Date	Memo	B-Hrs	B-Rate	Amount
Frieda Kanaris (FKA)					
Thur	09/06/2018	Review and respond to email from unit purchaser; t/c from unit purchaser.	0.30	\$250.00	\$75.00
Mon	09/10/2018	T/c's and emails with unit purchasers; print labels, photocopy notice and attend to mailing notice to unit purchasers.	2.20	\$250.00	\$550.00
Tues	09/11/2018	T/c's and emails with unit purchasers.	0.40	\$250.00	\$100.00
Wed	09/12/2018	T/c's and emails with unit purchasers.	0.40	\$250.00	\$100.00
Thur	09/13/2018	T/c's with unit purchasers.	0.30	\$250.00	\$75.00
Mon	09/17/2018	T/c's and emails from unit purchasers.	0.30	\$250.00	\$75.00
Tues	09/18/2018	T/c and email with unit purchaser.	0.30	\$250.00	\$75.00
Wed	09/26/2018	Review and respond to email inquiry.	0.20	\$250.00	\$50.00
Frieda Kanaris (FKA)			18.40		\$4,360.00
Harvey S. Lipman (HLI)					
Wed	05/23/2018	To cheque review and sign	0.10	\$495.00	\$49.50
Mon	07/23/2018	July 16, 2018 - To cheque review and sign.	0.10	\$525.00	\$52.50
Wed	08/01/2018	To cheque review and sign	0.10	\$525.00	\$52.50
Tues	08/28/2018	To cheque review and sign	0.20	\$525.00	\$105.00
Wed	08/29/2018	To cheque review and sign	0.10	\$525.00	\$52.50
Harvey S. Lipman (HLI)			0.60		\$312.00
Haran Sivanathan (HSI)					
Thur	07/12/2018	Deposit, Cheque, Pre-Authorized payment, Review Files, GIC's and Bank reconciliation	0.50	\$125.00	\$62.50
Fri	07/13/2018	Deposit, Cheque, Pre-Authorized payment, Review Files, GIC's and Bank reconciliation	0.60	\$125.00	\$75.00
Haran Sivanathan (HSI)			1.10		\$137.50
Inga Friptuleac (IFR)					
Mon	05/07/2018	Issue cheque	0.20	\$75.00	\$15.00
Tues	05/22/2018	Issue cheques	0.80	\$75.00	\$60.00
Mon	05/28/2018	Issue cheques; Deposit	0.40	\$75.00	\$30.00
Mon	06/25/2018	Prepare cheques	0.40	\$75.00	\$30.00
Tues	07/03/2018	Issue cheque; Deposit	0.40	\$75.00	\$30.00
Mon	07/09/2018	Issue cheque	0.20	\$75.00	\$15.00
Mon	07/16/2018	Deposit	0.20	\$75.00	\$15.00
Mon	07/23/2018	Issue cheque	0.20	\$75.00	\$15.00
Mon	07/30/2018	Issue cheque	0.20	\$75.00	\$15.00
Mon	08/27/2018	issue cheques	0.60	\$75.00	\$45.00
Mon	09/10/2018	Issue cheque	0.20	\$75.00	\$15.00
Mon	09/24/2018	Issue cheque	0.20	\$75.00	\$15.00
Inga Friptuleac (IFR)			4.00		\$300.00
Mukul Manchanda (MMA)					
Mon	07/09/2018	Uploaded the Notice to Purchasers on the case website.	0.10	\$325.00	\$32.50
Mon	09/10/2018	Uploaded documents to the case website. Arranged the documents in chronological order.	0.50	\$325.00	\$162.50
Mukul Manchanda (MMA)			0.60		\$195.00
Philip H. Gennis (PGE)					
Wed	05/02/2018	Review and approve payables.	0.10	\$495.00	\$49.50
Thur	05/10/2018	Review and approve payables.	0.10	\$495.00	\$49.50
Thur	05/31/2018	Review and approve payables	0.10	\$495.00	\$49.50
Thur	06/28/2018	Review and approve payables.	0.10	\$495.00	\$49.50

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Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillip H. Gennis (PGE)					
Fri	06/29/2018	Review and approve payables.	0.10	\$495.00	\$49.50
Fri	07/06/2018	Review and approve payables.	0.10	\$525.00	\$52.50
Wed	07/25/2018	Review and approve payable.	0.10	\$525.00	\$52.50
Wed	08/01/2018	Review and approve payable.	0.10	\$525.00	\$52.50
Mon	08/27/2018	Review and approve payables.	0.20	\$525.00	\$105.00
Phillip H. Gennis (PGE)			<u>1.00</u>		<u>\$510.00</u>
Trevor Pringle (TPR)					
Tues	05/01/2018	review draft report to Court & Deposit Payment Protocol Order; review Devry Smith Frank LLP legal invoice; review G/L	0.30	\$495.00	\$148.50
Fri	05/04/2018	review Motion Record, Factum of the Receiver	0.10	\$495.00	\$49.50
Mon	05/07/2018	review Quinn Dressel Heritage Maintenance Report; review and approve payment of Quinn Dressel invoice	0.10	\$495.00	\$49.50
Tues	05/08/2018	correspondence/tdw Lawrence Hansen, lawyer re deposit claims bar process	0.20	\$495.00	\$99.00
Wed	05/09/2018	review Site Plan Extension letter from City of Hamilton; review G/L	0.10	\$495.00	\$49.50
Thur	05/10/2018	correspondence re changes to deposit claims bar Order	0.10	\$495.00	\$49.50
Fri	05/11/2018	correspond with Lawrence Hansen, lawyer re Zimmerman deal & draft Orders	0.10	\$495.00	\$49.50
Mon	05/14/2018	correspond with Lawrence Hansen, lawyer re draft Orders	0.10	\$495.00	\$49.50
Tues	05/15/2018	correspond/tdw's Lawrence Hansen, lawyer re deposit claims process, draft Orders; discussions/correspondence re deposit claims process, draft Orders; review Connolly APS termination clause; review G/L; review draft supplementary report	0.50	\$495.00	\$247.50
Wed	05/16/2018	discussions/correspondence re Court approval of APS; correspond with Lawrence Hansen, lawyer; review Approval & Vesting Order, Deposit Claims Order, Ancillary Order & Endorsement of Justice Dunphy	0.30	\$495.00	\$148.50
Thur	05/17/2018	conference call with Lawrence Hansen, lawyer re Santaguida examinations	0.10	\$495.00	\$49.50
Tues	05/22/2018	correspondence re Santerra; review and approve payment of utility bill; review property tax statement	0.10	\$495.00	\$49.50
Wed	05/23/2018	discussions/correspondence re property maintenance; review G/L	0.10	\$495.00	\$49.50
Thur	05/24/2018	review draft closing documents including Undertakings re Taxes, Statement of Adjustments, Vendor's Certificate, Vendors Statutory Declaration, Receiver's Certificate & Purchasers Certificate; correspond with Oren Chaimovitch, lawyer; correspond with Amanda, CBRE	0.40	\$495.00	\$198.00
Fri	05/25/2018	review Zimmerman release	0.10	\$495.00	\$49.50
Tues	05/29/2018	correspondence re Zimmerman, property closing	0.10	\$495.00	\$49.50
Wed	05/30/2018	review G/L; review claims; review Orders; review draft notice to purchasers; review and approve FCA insurance payment	0.20	\$495.00	\$99.00
Thur	05/31/2018	correspondence re site maintenance, deposit funds held in trust, early termination of pre-build agreements	0.10	\$495.00	\$49.50
Fri	06/01/2018	discussions/correspondence re 98 James closing; review property tax certificate; review CRA notice; correspondence re DUCA pay-out amount	0.30	\$495.00	\$148.50
Mon	06/04/2018	correspond with Lawrence Hansen & Oren Chaimovitch, lawyers re extending closing until June 27th; discussions/correspondence re site maintenance; correspond/tdw Sergiu Cosmin, DUCA re closing extension; correspond with Nate Pace, CBRE re closing extension	0.40	\$495.00	\$198.00
Tues	06/05/2018	correspond with Oren Chaimovitch & Lawrence Hansen, lawyers re closing extension until July 5th and additional \$450K deposit; review Devry Smith legal invoice; tdw Sergiu Cosmin, DUCA	0.40	\$495.00	\$198.00

Filters Used:
- Time Entry Date: 5/01/18 to 9/30/18
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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Trevor Pringle (TPR)					
Wed	06/06/2018	correspondence re Hue wire transfer of additional deposit of \$450K; review G/L	0.10	\$495.00	\$49.50
Thur	06/07/2018	call to Sergiu Cosmin, DUCA; correspondence re Hue \$450K wire transfer, notice to deposit holders; review G/L	0.10	\$495.00	\$49.50
Mon	06/11/2018	correspondence re Deposit Claims Order/receipt	0.10	\$495.00	\$49.50
Wed	06/13/2018	review corporate tax assessments	0.10	\$495.00	\$49.50
Mon	06/18/2018	review and approve payment of maintenance invoice; review G/L	0.10	\$495.00	\$49.50
Fri	06/22/2018	correspondence re deposits held in trust; review and approve payment of utility invoice	0.10	\$495.00	\$49.50
Mon	06/25/2018	review deposits trust account reconciliation; correspond with Lauren/Nate, CBRE re closing date	0.10	\$495.00	\$49.50
Tues	06/26/2018	review and approve payment of June insurance invoice; correspond with Oren Chaimovitch, Devry Smith	0.10	\$495.00	\$49.50
Wed	06/27/2018	review closing documents re sale of 98 James	0.10	\$495.00	\$49.50
Thur	06/28/2018	call/correspond with Sergiu Cosmin, DUCA re mortgage payout statement	0.10	\$495.00	\$49.50
Fri	06/29/2018	discussions/correspondence re property sale closing; review Devry Smith Frank LLP legal invoice	0.10	\$495.00	\$49.50
Mon	07/09/2018	(includes time from July 3-5) discussions/correspondence re extending closing for sale of 98 James; tdw Lawrence Hansen, lawyer; tdw's David Jackson, lawyer; review amending agreement to APS; correspondence re additional \$250k deposit & \$25k penalty; correspondence re deposit claims procedure; review G/L; execute amending agreement to APS	1.10	\$525.00	\$577.50
Tues	07/10/2018	correspond/tdw David Jackson, lawyer; correspond with Dom Michaud, lawyer; review amended claims procedure order; correspond with Lawrence Hansen, lawyer; review G/L	0.40	\$525.00	\$210.00
Wed	07/11/2018	correspondence re deposit claims procedure; review amended Acknowledgement of Receipt of Funds	0.10	\$525.00	\$52.50
Thur	07/12/2018	correspondence re amending agreement to APS	0.10	\$525.00	\$52.50
Mon	07/16/2018	correspondence re deposit claims procedure; review G/L	0.10	\$525.00	\$52.50
Thur	07/19/2018	discussions re property maintenance; review G/L; review April deposit report	0.10	\$525.00	\$52.50
Tues	07/24/2018	review and approve payment of utility bill; review G/L	0.20	\$525.00	\$105.00
Wed	07/25/2018	discussions/correspondence re maintenance/security issue; review and approve payment of July insurance invoice	0.10	\$525.00	\$52.50
Thur	07/26/2018	discussions/correspondence re deposit claims process; correspondence re MPAC appeals	0.10	\$525.00	\$52.50
Wed	08/01/2018	correspondence re MPAC assessment	0.10	\$525.00	\$52.50
Thur	08/02/2018	discussions/correspondence re MPAC assessment, deposit claims process; review G/L	0.10	\$525.00	\$52.50
Wed	08/08/2018	correspondence/tdw Nate Pace, CBRE re Hue financing update	0.20	\$525.00	\$105.00
Thur	08/09/2018	correspondence re property tax appeal; review G/L; discussions/correspondence re securing building	0.10	\$525.00	\$52.50
Fri	08/10/2018	discussions/correspondence re property tax appeal	0.20	\$525.00	\$105.00
Mon	08/20/2018	correspondence re property tax appeal; correspondence re Motion Record/claims procedure; review and approve payment of maintenance invoice	0.10	\$525.00	\$52.50
Wed	08/22/2018	review Devry Smith legal invoice	0.10	\$525.00	\$52.50
Thur	08/23/2018	review and approve payment of FCA insurance invoice	0.10	\$525.00	\$52.50
Mon	08/27/2018	review and approve payment of utility invoice			

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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Trevor Pringle (TPR)					
Wed	08/29/2018	review Amended Deposit Claims Procedure Order; tdw's David Jackson, lawyer re trespass at 98 James; review G/L; discussions/correspondence re site security/trespass/police; depositor correspondence	0.60	\$525.00	\$315.00
Thur	08/30/2018	correspond/tdw Lawrence Hansen, lawyer re HUE/further extension; correspond with David Jackson, lawyer	0.30	\$525.00	\$157.50
Tues	09/04/2018	correspond with Lawrence Hansen, lawyer re Hue extension request; tdw's David Jackson, lawyer re Hue extension request; discussions/correspondence re site security, maintenance; correspond with Nate Pace, CBRE re Hue extension request; tdw Mark Perkins & Sergiu Cosmin, DUCA; review Hue draft commitment letter; tdw Lawrence Hansen, lawyer re assignability of APS; review G/L	1.20	\$525.00	\$630.00
Wed	09/05/2018	correspondence re Hue extension, closing documents, property taxes	0.10	\$525.00	\$52.50
Thur	09/06/2018	correspond with Oren Chaimovitch, lawyer re Hue extension (with an additional \$300,000 deposit plus a \$20,000 fee); tdw's David Jackson, lawyer re Hue extension; review Hue APS; tdw Nate Pace, CBRE re Hue extension; review and execute amending agreement to Hue APS	0.90	\$525.00	\$472.50
Fri	09/07/2018	correspondence re Hue extension/wire transfer	0.10	\$525.00	\$52.50
Mon	09/10/2018	correspondence re Hue extension/wire transfer; review and approve payment of maintenance invoice	0.20	\$525.00	\$105.00
Tues	09/18/2018	discussions/correspondence re fencing quote	0.10	\$525.00	\$52.50
Mon	09/24/2018	review and approve fencing quote; review and execute amending agreement to APS; correspond with Oren Chaimovitch/Lawrence Hansen, lawyers	0.20	\$525.00	\$105.00
Wed	09/26/2018	review amended draft statement of adjustments; correspondence re property tax refund; tdw Sergiu Cosmin, DUCA; tdw's David Jackson, lawyer; correspond w/call Lawrence Hansen, lawyer re closing; tdw Nate Pace, CBRE; review G/L	0.90	\$525.00	\$472.50
Thur	09/27/2018	correspond with Nate, CBRE; review Devry Smith Frank LLP invoice; tdw David Jackson, lawyer	0.20	\$525.00	\$105.00
Fri	09/28/2018	CBRE correspondence re sales process; review and approve payment of insurance invoice; correspond with Lawrence Hansen, lawyer re closing	0.20	\$525.00	\$105.00
Trevor Pringle (TPR)			13.70		\$7,033.50
Total for File ID AA2203:			160.90		\$67,454.50

April 08, 2019

Invoice #: 11657

2203284 Ontario Inc.
c/o msi Spergel inc.
505 Consumers Road, Suite 200
North York, ON M2J 4V8

Invoice

RE: 2203284 Ontario Inc.

Interim invoice for services rendered as court-appointed Receiver of 2203284 Ontario Inc. for the period October 1, 2018 to March 31, 2019.

	Hours	Hourly Rate	Total
Alan Spergel, CPA, CA, FCIRP, CFE, Trustee	0.20	\$525.00	\$105.00
Philip H. Gennis, LL.B., CIRP, Trustee	1.80	525.00	945.00
Harvey S. Lipman, CPA, CA, CIRP, Trustee	0.20	525.00	105.00
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	239.40	525.00	125,685.00
Trevor Pringle, CFE, CIRP, Trustee	9.40	525.00	4,935.00
Mukul Manchanda, CPA, CIRP, LIT	1.40	375.00	525.00
Daniel Battiston, CPA, CA, CIRP, Trustee	111.90	325.00	36,367.50
Eileen Sturge	0.50	250.00	125.00
Frieda Kanaris	149.40	250.00	37,350.00
Evan McCullagh	3.90	175.00	682.50
Rashid Peeroo	3.00	175.00	525.00
Others	21.90	88.70	1,942.50
Total Professional fees	543.00	\$385.44	\$209,292.50
HST			27,208.03
Total			\$236,500.53

HST Registration #R103478103

(AA2203)

Filters Used:

- Time Entry Date: 1/01/70 to 3/31/19
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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Alan Spergel (ASP)					
Thur	10/11/2018	Review and sign cheque to repay secured creditor	0.20	\$525.00	\$105.00
		Alan Spergel (ASP)	0.20		\$105.00
Daniel Battiston (DBA)					
Tues	10/09/2018	Call with Alectra utilities re: transfer of utility accounts to new purchaser. Provide utility company with contact information for purchaser solicitor.	0.70	\$325.00	\$227.50
Tues	10/30/2018	Detailed analysis of financial records and Quickbooks file re: Marylou Santaguida advances and other shareholder/intercompany advances. Prepare detailed schedule of Marylou and shareholder advances. Investigate general journal entries that gave rise to additional shareholder credits. Review and discussion with DM. Review of mortgage registration and reconciliation to shareholder advances.	3.70	\$325.00	\$1,202.50
Wed	10/31/2018	Prepare and finalize memo to legal counsel re: Marylou advances to corporation and related accounting treatment/presentation. Assistance with review and approvals of depositor claims re: claims process.	6.60	\$325.00	\$2,145.00
Thur	11/01/2018	Assistance with review and document administration re: deposit claims process	4.90	\$325.00	\$1,592.50
Fri	11/02/2018	Assistance with review and document administration re: deposit claims process.	3.70	\$325.00	\$1,202.50
Mon	11/05/2018	Assistance with review and document administration re: deposit claims process.	4.80	\$325.00	\$1,560.00
Tues	11/06/2018	Assistance with review and document administration re: deposit claims process.	5.40	\$325.00	\$1,755.00
Wed	11/07/2018	Assistance with review and document administration re: deposit claims process.	3.90	\$325.00	\$1,267.50
Thur	11/08/2018	Assistance with review and document administration re: deposit claims process.	3.20	\$325.00	\$1,040.00
Fri	11/09/2018	Assistance with review and document administration re: deposit claims process.	5.20	\$325.00	\$1,690.00
Mon	11/12/2018	Assistance with review and document administration re: deposit claims process.	3.70	\$325.00	\$1,202.50
Tues	11/13/2018	Assistance with review and document administration re: deposit claims process.	1.60	\$325.00	\$520.00
Wed	11/14/2018	Assistance with review and document administration re: deposit claims process.	3.40	\$325.00	\$1,105.00
Wed	11/21/2018	Assistance with review and document administration re: deposit claims process.	5.30	\$325.00	\$1,722.50
Thur	11/22/2018	Assistance with review and document administration re: deposit claims process.	6.10	\$325.00	\$1,982.50
Fri	11/23/2018	Assistance with review and document administration re: deposit claims process.	5.50	\$325.00	\$1,787.50
Mon	11/26/2018	Assistance with review and document administration re: deposit claims process.	4.50	\$325.00	\$1,462.50
Tues	11/27/2018	Assistance with review and document administration re: deposit claims process.	4.80	\$325.00	\$1,560.00
Wed	11/28/2018	Assistance with review and document administration re: deposit claims process.	5.60	\$325.00	\$1,820.00
Thur	11/29/2018	Assistance with review and document administration re: deposit claims process.	4.10	\$325.00	\$1,332.50
Fri	11/30/2018	Assistance with review and document administration re: deposit claims process.	3.20	\$325.00	\$1,040.00

Filters Used:

- Time Entry Date: 1/01/70 to 3/31/19
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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Daniel Battlston (DBA)					
Wed	12/05/2018	Assistance with review and document administration re: deposit claims process.	2.10	\$325.00	\$682.50
Thur	12/06/2018	Assistance with review and document administration re: deposit claims process.	2.30	\$325.00	\$747.50
Fri	12/07/2018	Assistance with review and document administration re: deposit claims process.	1.70	\$325.00	\$552.50
Mon	12/10/2018	Assistance with review and document administration re: deposit claims process.	1.50	\$325.00	\$487.50
Tues	12/11/2018	Assistance with review and document administration re: deposit claims process.	2.20	\$325.00	\$715.00
Wed	12/12/2018	Assistance with review and document administration re: deposit claims process.	0.70	\$325.00	\$227.50
Fri	12/14/2018	Assistance with review and document administration re: deposit claims process.	1.60	\$325.00	\$520.00
Mon	12/17/2018	Assistance with review and document administration re: deposit claims process.	2.60	\$325.00	\$845.00
Tues	12/18/2018	Assistance with review and document administration re: deposit claims process.	2.30	\$325.00	\$747.50
Wed	12/19/2018	Assistance with review and document administration re: deposit claims process.	2.20	\$325.00	\$715.00
Thur	12/20/2018	Assistance with review and document administration re: deposit claims process.	2.80	\$325.00	\$910.00
Daniel Battlston (DBA)			111.90		\$36,367.50
Deborah Hornbostel (DHO)					
Mon	10/01/2018	Review email from Stephen Longo and respond, review update from Lawrence Hansen on financing status, review email and draft SOA from Oren Chaimovitch and respond along with update from Stephen Longo, review correspondence from City of Hamilton, scan and discuss with TP	0.80	\$525.00	\$420.00
Tues	10/02/2018	Review email from Oren to MSM re closing and proposed SOA, review email exchange between Nate and Trevor re release of documents for financing approval	0.20	\$525.00	\$105.00
Wed	10/03/2018	Update emails on closing status, commence review of claims	0.50	\$525.00	\$262.50
Thur	10/04/2018	Various emails regarding closing status and reviewing of claims procedure order, review draft advertisements, email to Lawrence for court date status	0.60	\$525.00	\$315.00
Fri	10/05/2018	Respond to unit purchasers on the status of the sale to Hue, review required changes to claims procedure order and discuss issues with Oren and Lawrence, attend to billing review and various wrap up matters resulting from the closing	2.80	\$525.00	\$1,470.00
Tues	10/09/2018	Respond to unit purchasers with enquiries, attend to billing review and approval and summary schedules, provide contact info for DB re utility account, review correspondence from ARB approving settlement	0.80	\$525.00	\$420.00
Wed	10/10/2018	Prepare deposit requisition, review DUCA payout statement and prepare cheque requisition, covering letter and sign cheque	0.90	\$525.00	\$472.50
Thur	10/11/2018	Review and approve accounts payable, prepare dockets for billing to September 30, 2018, cheque requisition for fees, review motion material re Further Fresh and amended claim order, email to Lawrence for suggested handling of multiple owners, tc with Lawrence Hansen to discuss handling of issue and status of court hearing	2.20	\$525.00	\$1,155.00

Filters Used:

- Time Entry Date: 1/01/70 to 3/31/19
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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Fri	10/12/2018	Supervise billing and invoice preparation, review and summarize Billquick expenses and requisition payment for them and professional fees of receiver and counsel re property taxes, review statement of adjustments and Ascend postings to date, tc to Oren Chaimovitch to discuss closing documents and property tax implications, receipt and review of final closing documents, prepare accounting for Ascend and arrange for reallocation of accounting transactions, tc with T.Pringle re consent to act in L. Santaguida personal bankruptcy application, receipt and review of Further Fresh as Amended Court Order, arrange for website posting thereof and motion material, review of new correspondence from City of Hamilton re tax account adjustments, filing of various documents, cover letter to Walter Longo, email exchange with Lawrence Hansen re court order and Santaguida, email to IT for set up of Connolly email for claims process, prepare draft advertisement for placement in Hamilton Spectator and Toronto Star and send to Frieda for placement/proofs	5.70	\$525.00	\$2,992.50
Mon	10/15/2018	Review latest court order and draft correspondence and forms for issuance to unit holders, email to L.Hansen for clarification and instructions, attend to review of draft advertisement placements	5.40	\$525.00	\$2,835.00
Tues	10/16/2018	Review email response from Lawrence Hansen, work on claims procedure documentation and issuance, advertising and web placement of documentation, supervise mailing to unit purchasers	6.30	\$525.00	\$3,307.50
Wed	10/17/2018	Respond to enquiries from unit purchasers	0.30	\$525.00	\$157.50
Thur	10/18/2018	Respond to enquiries from unit purchasers	0.40	\$525.00	\$210.00
Fri	10/19/2018	Review and approve accounts payable disbursements, respond to enquiries from unit purchasers, devise strategy of recording of unit purchaser claims in Ascend and e-directory with Frieda, review of banking documentation from Paolo Grisafi and forward to Lawrence for clarification on acceptability, prepare all schedule forms for Claims process for completion as individual Word documents	3.20	\$525.00	\$1,680.00
Mon	10/22/2018	Respond to creditor enquiries, review claim submissions for 3 units and advise claimants of deficiencies	2.10	\$525.00	\$1,102.50
Tues	10/23/2018	Respond to enquiries from unit purchasers	0.60	\$525.00	\$315.00
Wed	10/24/2018	Reviewing and responding to creditor claimants	3.40	\$525.00	\$1,785.00
Thur	10/25/2018	Reviewing claims and responding to deposit claimants	2.50	\$525.00	\$1,312.50
Fri	10/26/2018	respond to emails from unit purchasers	0.30	\$525.00	\$157.50
Mon	10/29/2018	Review of claims and dealing with unit purchasers	5.90	\$525.00	\$3,097.50
Tues	10/30/2018	Review information with D.Battiston re Santaguida related mortgages and receivables, email update to Lawrence Hansen, review and respond to deposit claimants	3.50	\$525.00	\$1,837.50
Wed	10/31/2018	Review and finalize memo on Marylou Santaguida advances and send email to Lawrence and Oren, attend to review of deposit claims and correspondence with unit purchasers re same	7.20	\$525.00	\$3,780.00
Thur	11/01/2018	Tel call from Evan re City of Hamilton refund, emails with Oren, review statement and correspondence from the City re tax refund, tc to Linda of City re the appeal, respond to emails from Oren, attend to reviewing deposit claims and responding to unit purchasers	6.50	\$525.00	\$3,412.50
Fri	11/02/2018	Research into refund of interest per Condominium Act and review of APS terms, provide findings/conclusions to TP, work on reviewing deposit claims and corresponding with claimants	3.70	\$525.00	\$1,942.50
Sun	11/04/2018	Review and accept Marisa Mercanti supplementary information re claim	0.40	\$525.00	\$210.00

Filters Used:

- Time Entry Date: 1/01/70 to 3/31/19
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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Mon	11/05/2018	Review and respond to claims correspondence	2.70	\$525.00	\$1,417.50
Tues	11/06/2018	Review and respond to claimants and instructions to Frieda	0.70	\$525.00	\$367.50
Wed	11/07/2018	Review and respond to claimants and instructions to Frieda	0.50	\$525.00	\$262.50
Mon	11/12/2018	Reviewing claims, responding to claimants and discussing claims issues with FK and DB	2.20	\$525.00	\$1,155.00
Tues	11/13/2018	Review and respond to claimant enquiries and claim submissions	1.30	\$525.00	\$682.50
Wed	11/14/2018	Review and respond to claimant enquiries and claim submissions, review Billquick issues	1.60	\$525.00	\$840.00
Thur	11/15/2018	Deposit claim reviews, finalize draft letter to o/s depositors	1.30	\$525.00	\$682.50
Fri	11/16/2018	Attend to Deposit Claim issues, review and approve accounts payable	1.10	\$525.00	\$577.50
Mon	11/19/2018	Review correspondence from the City of Hamilton, update from FK re claim filing status and issuance of 2nd requests, review of claims, fcs from claimants,	1.10	\$525.00	\$577.50
Tues	11/20/2018	Correspondence to City of Hamilton re snow removal warning letter, dealings with claimants and reviewing claims, review returned mail and analyze findings	1.80	\$525.00	\$945.00
Wed	11/21/2018	Review email from City of Hamilton re change of ownership, analyze deposit claim status and update TP and counsel, review responses, attend to reviewing new claim submissions and correspondence.	3.70	\$525.00	\$1,942.50
Thur	11/22/2018	Draft report to court to seek extension of claims bar date, review deposit claims and analysis of current status	7.50	\$525.00	\$3,937.50
Fri	11/23/2018	Emails with Larence Hanson and TP re extension of claims bar date, finalize and issue court report, dealings with deposit claims and related issues	4.50	\$525.00	\$2,362.50
Mon	11/26/2018	Dealing with deposit claimant enquiries	0.80	\$525.00	\$420.00
Tues	11/27/2018	Respond to deposit claimant enquiries, draft letters to unit purchasers to advise of new claims bar date	2.60	\$525.00	\$1,365.00
Wed	11/28/2018	Dealing with deposit claimants and draft correspondence to unit purchasers subject to receipt of court order	1.50	\$525.00	\$787.50
Thur	11/29/2018	Speak with Evan to resolve property tax amount to Hue, review Court Order issued, arrange for posting, amend correspondence to claimants, amend claims package for posting on website, arrange for posting of it and endorsement and order, tc/emails with claimants, instructions to FK,	2.30	\$525.00	\$1,207.50
Mon	12/03/2018	Review and respond to fax from Pat Felice re client's filing issues, forward fax to FK for address updating	0.30	\$525.00	\$157.50
Tues	12/04/2018	Prepare cover letter for issuance of cheque to Hue re property tax refund	0.70	\$525.00	\$367.50
Mon	12/10/2018	Update from FK re claim status, review court order re advertising	0.20	\$525.00	\$105.00
Tues	12/11/2018	Receipt and filing of Issued and entered court order, email exchange with Lawrence Hansen re status of Santaguida examinations	0.20	\$525.00	\$105.00
Wed	12/12/2018	Review claims procedure and payment order, email to Lawrence Hansen to request Guarantee Co. contact info, update FK on procedure plans	0.50	\$525.00	\$262.50
Fri	12/14/2018	Prepare Consent form for distribution to Guarantee Co., review instructions for forwarding of claims to G. Co. with FK	0.60	\$525.00	\$315.00
Mon	12/17/2018	TC from William Tam, f/u with FK re sending of claims to Guarantee Co.	0.50	\$525.00	\$262.50
Tues	12/18/2018	Tc with Tara of Guarantee Co. wrt claims review procedure, discussion with FK re letter of Direction for divorced couple	0.30	\$525.00	\$157.50

Filters Used:

- Time Entry Date: 1/01/70 to 3/31/19
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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Wed	12/19/2018	Review and respond to email from Tara at GCNA, instructions to FK re follow up on Tara's queries, review correspondence forwarded by Oren Chaimovitch re property tax refund	0.60	\$525.00	\$315.00
Thur	12/20/2018	TC with Lawrence Hansen re Santaguidas and examinations and status of Deposit Claims	0.40	\$525.00	\$210.00
Fri	12/21/2018	Review email and correspondence from L. Hansen to B. Moldaver re Santaguida examinations, receipt of certificates from Tara of GCNA, review status of claims filings and discuss f/u with FK	0.70	\$525.00	\$367.50
Mon	12/24/2018	Amend newspaper advertisement for publication	0.30	\$525.00	\$157.50
Thur	12/27/2018	Review and forward GCNA certificates to FK, instructions to her re ad placement and update from her on contacting outstanding depositors	0.20	\$525.00	\$105.00
Sat	12/29/2018	review and approve draft ads and placements	0.20	\$525.00	\$105.00
Mon	12/31/2018	Review and respond to email from Mark Krueger	0.20	\$525.00	\$105.00
Wed	01/02/2019	Prepare analysis of deposit claims to date and respond to enquiries from Alex MacFarlane , review approval report from Tara of GCNA and forward to FK	1.10	\$525.00	\$577.50
Thur	01/03/2019	Review and respond /forward various emails re Ultramar, approve payment, review and execute appraisal engagement letter and send to GG	0.50	\$525.00	\$262.50
Fri	01/04/2019	Review emails from TP responding to Alex MacFarlane further enquiries, FK re consents with GCNA, email to Tara Wishart re missing consents.	0.40	\$525.00	\$210.00
Mon	01/07/2019	Discussion with FK re status of filings of claims, forward email of new consents from Tara to FK	0.30	\$525.00	\$157.50
Wed	01/09/2019	Receipt/review of certificates from Tara of GCNA	0.10	\$525.00	\$52.50
Thur	01/10/2019	Respond to email from Elizabeth Newell re deposit, receipt, review and forward certificates received from Tara Wishart to FK, update discussion with TP	0.50	\$525.00	\$262.50
Fri	01/11/2019	Review status of o/s claims with FK	0.30	\$525.00	\$157.50
Mon	01/14/2019	Review claims status with FK and claims procedure order re disallowance and revision, prepare summary schedule and forward to Tara at GCNA, email to TP and L. Hansen re handling of incomplete claims, provide instructions to FK, prepare 4 disallowance notices and related claims documentation and send to Tara @GCNA for approval, review 4 other non-complete files and original documentation for discussion with FK	4.50	\$525.00	\$2,362.50
Tues	01/15/2019	Deposit Claims reviews and emails with Tara Wishart, supervise FK re deposit claims	0.70	\$525.00	\$367.50
Fri	01/18/2019	Review additional claim info from McDonalds, status update with FK	0.20	\$525.00	\$105.00
Wed	01/23/2019	Email outstanding list of consents to Tara Wishart GCNA	0.20	\$525.00	\$105.00
Fri	01/25/2019	Tel call to Tara re o/s claims, update from FK re status of claims	0.30	\$525.00	\$157.50
Mon	01/28/2019	Review info/consents from Tara, email to Lawrence Hansen to update status on claims and request Tarion contact info	0.80	\$525.00	\$420.00
Tues	01/29/2019	General	4.60	\$525.00	\$2,415.00
Wed	01/30/2019	Review correspondence from Moldaver re Santaguidas, compare to Receiver's records, cc with Larence Hansen and TP, summarize finding in email to Lawrence, discussion with him re Tarion wrt claims process, provide expected time line	4.80	\$525.00	\$2,520.00
Mon	02/04/2019	Telephone call from Jay Frankel re 303 re acknowledgment, review his submission and email from Elizabeth Newell, update from FK re William Tam, review of receipt submissions, review final correspondence issued to B.Moldaver from L. Hansen	0.50	\$525.00	\$262.50

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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Tues	02/05/2019	Review Deposit Payment Protocol Order, prepare Receiver's Sufficient Funds Certificate, emails to Lawrence Hansen on it.	1.50	\$525.00	\$787.50
Wed	02/06/2019	Review of correspondence from B. Moldaver re date changes for Santaguida examination and respond to L. Hansen's suggested course of action, review email from L. Hansen re draft Certificate of Sufficient Funds and f/u email, execute and forward to him for filing, review email from Oren Chaimovitch re his review of ML Santaguida mortgage documentation and respond	0.90	\$525.00	\$472.50
Thur	02/07/2019	Email to Danielle Peck of Tarion re coordination of provision of info, prepare Claim determination summary and claims barred summary schedules, prepare Receiver's Certificate wrt Deposit Payment Protocol and submit to Danielle Peck of Tarion, tc from William Tam, commence payment processing procedures	4.50	\$525.00	\$2,362.50
Fri	02/08/2019	Respond to depositor calls, prepare cheque requisitions for 36 claimants, review and collate consents from GNCA, sign cheques, email to Tara Wishart of GCNA re incorrect execution of consent for #608, review and approve accounts payable, review correspondence from Brett Moldaver via L. Hansen, coordinate cc for Feb. 11, cover letter to send original Sufficient Funds receipt to L. Hansen	5.50	\$525.00	\$2,887.50
Mon	02/11/2019	Respond to deposit claimants, review correspondence from Brett Moldaver, cc with Lawrence, Oren and TP re same, issue first batch of cheque to Deposit Claimants	2.50	\$525.00	\$1,312.50
Tues	02/12/2019	TC to Tara Wishart of GCNA re o/s consent and status of payments, work on Deposit Payment submission, email exchange with Adam Slavens, review draft letter to B. Moldaver from L. Hansen, prepare Receiver's Certificate for first payment.	5.30	\$525.00	\$2,782.50
Wed	02/13/2019	Work on deposit claims payment protocol, tc with Adam Slavens of Tory's to review procedures, submit first payment batch and Deposit Claims Procedure Documentation to Tarion and Torys, tc from Robert Gamble depositor	5.50	\$525.00	\$2,887.50
Thur	02/14/2019	Review Dropbox issues, obtain extended access and re-submit all documentation to Dani Peck and Adam Slavens, respond to call from Mr. Gamble, file new acknowledgements	1.20	\$525.00	\$630.00
Fri	02/15/2019	Review and approve accounts payable, respond to depositor enquires, update records, commence second batch of payments processing	3.30	\$525.00	\$1,732.50
Wed	02/20/2019	Respond to enquiries from depositors, instructions to FK for review of documentation prior to releasing cheques, review email from L. Hansen and response from TP	0.60	\$525.00	\$315.00
Mon	02/25/2019	Respond to depositor enquiries, review correspondence from Brett Moldaver and email re L. Hansen's discussion with him, work on round 3 of purchaser deposit payment processing	4.90	\$525.00	\$2,572.50
Tues	02/26/2019	Return depositor calls, tc to Ryan Baker re Letter of direction for payments, obtain and amend ascend for processing split payment, review and sign cheques for deposit claims, cc with Lawrence Hansen and TP re Moldaver letter, investigation into realtors to obtain listing agreements re St. Jean Realty and Royal LePage	3.40	\$525.00	\$1,785.00
Wed	02/27/2019	Tc with Robyn St. Jean of St. Jean Realty re listing agreement and commission owing, email to Terri of Royal LePage re same, respond to depositor calls, prepare Receiver Certificate #2 and upload for Tarion access	4.80	\$525.00	\$2,520.00

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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Thur	02/28/2019	Email exchange with Terri of RLP, email to Danielle and Adam to request copy of Tarion bond, receipt and review thereof, review email from L. Hansen and respond with my findings to date, cc with him and TP to discuss plans for (;30 court attendance tomorrow and future plan of action, review ascend report and prepare funds statement for circulation, depositor calls, commence prep for next cheque run	4.50	\$525.00	\$2,362.50
Fri	03/01/2019	Respond to numerous enquiries from depositors, review email update from L. Hansen re Court attendance and judges instructions, discuss with TP, work on cheque requisitioning for deposit returns	5.50	\$525.00	\$2,887.50
Mon	03/04/2019	Deposit claims requisitioning of payments, respond to depositor enquiries	4.50	\$525.00	\$2,362.50
Tues	03/05/2019	Deposit claimant issues, sign deposit payment cheques, work on Receiver's Certificate for payments issued today	2.50	\$525.00	\$1,312.50
Wed	03/06/2019	Prepare Proven Deposit Claims ledgers as at Feb.27 and March 6, issued Feb 27 to Tarion and GCNA, work on preparation of documentation for submission to Tarion re this weeks payments, discussion with FK re non-received cheques mailed to depositors	4.60	\$525.00	\$2,415.00
Thur	03/07/2019	Respond to depositor calls	0.20	\$525.00	\$105.00
Fri	03/08/2019	Depositor enquiries, approve reissuance of undelivered cheques	0.80	\$525.00	\$420.00
Mon	03/11/2019	Respond to enquiries from depositors re cheque issuance, prepare report for b-weekly submission to Tarion, commence requisitioning payments for next cheque run	5.50	\$525.00	\$2,887.50
Tues	03/12/2019	Finalize and issue reports to Tarion and GCNA re claims status, upload Receiver's Certificate #3 to Dropbox, commence preparation of documentation for Certificate #4, tcs with depositors re cheque status	3.80	\$525.00	\$1,995.00
Wed	03/13/2019	Sign and issue cheques to 50 depositors, respond to enquiries from depositors	0.60	\$525.00	\$315.00
Mon	03/18/2019	Dealings with depositors and non-receipt of cheques, arrange for re-issuance and stop payment, prepare Schedule B(iii) for final certificate	2.40	\$525.00	\$1,260.00
Tues	03/19/2019	Depositor refund issues, commence Court Report 3	2.70	\$525.00	\$1,417.50
Wed	03/20/2019	report drafting and deposit cheque issues	3.50	\$525.00	\$1,837.50
Thur	03/21/2019	Court report drafting	3.90	\$525.00	\$2,047.50
Fri	03/22/2019	Review HST status, prepare and file 9 outstanding returns, report drafting	1.70	\$525.00	\$892.50
Mon	03/25/2019	Prepare and issue Receiver's Certificate 4 to dropbox, Final Claims Determination Summary to GCNA and Tarion, cc with L. Hansen and T. Pringle, report drafting	3.20	\$525.00	\$1,680.00
Tues	03/26/2019	report drafting	1.20	\$525.00	\$630.00
Wed	03/27/2019	Court Report drafting and review of related information re Santaguida mortgages, send excerpt report to DSF and TP for review/comment	5.50	\$525.00	\$2,887.50
Thur	03/28/2019	Report drafting, instructions to Rashid to prepare mortgage calculation schedules, review, prepare cash forecast and summary email to TP re Santaguida mortgage claims and strategy for distributions of funds to all remaining creditors, report drafting	4.30	\$525.00	\$2,257.50
Fri	03/29/2019	Review report comments from Oren Chaimovitch and from T.Pringle, report drafting	3.50	\$525.00	\$1,837.50

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Deborah Hornbostel (DHO)					
Sat	03/30/2019	Report drafting	2.00	\$525.00	\$1,050.00
			239.40		\$125,685.00
Evan McCullagh (EMC)					
Mon	10/01/2018	Site visit.	0.10	\$175.00	\$17.50
Wed	10/03/2018	Site visit, supervise landscaping.	0.50	\$175.00	\$87.50
Thur	10/04/2018	- Draft final billing request for Horizon, draft insurance cancellation form; review DSF invoices, prep CHQ REQ if sale closes.	0.50	\$175.00	\$87.50
Fri	10/05/2018	Discussion with TP re sale closed, discussion with CBRE re invoice, prep CHQ REQs and finalize notices.	0.50	\$175.00	\$87.50
Mon	10/15/2018	- Discussion with Amir from Royal LePage re deposits; review cheques for CBRE and DSF, draft letters and arrange courier.	0.30	\$175.00	\$52.50
Thur	11/01/2018	Discussion with the city of Hamilton re property tax credit, discussion with TP and DH re same; draft release letter and issue to the City.	0.50	\$175.00	\$87.50
Wed	11/07/2018	- Review CHQ for DSF, draft cover letter; arrange courier.	0.30	\$175.00	\$52.50
Thur	11/08/2018	Discussion with Robin St Jean re deposits.	0.10	\$175.00	\$17.50
Wed	11/28/2018	Review CHQ from City; email TP and DH; arrange deposit.	0.30	\$175.00	\$52.50
Thur	11/29/2018	- Discussion with DH re property tax refund; prep CHQ REQ for approval, email to banking.	0.30	\$175.00	\$52.50
Fri	11/30/2018	review DSF invoice, prep CHQ REQ for approval.	0.10	\$175.00	\$17.50
Wed	12/05/2018	Review DSF chq, prep cover letter and arrange courier.	0.10	\$175.00	\$17.50
Thur	01/03/2019	Review email from TP; respond re funds.	0.10	\$175.00	\$17.50
Wed	01/30/2019	Review DSF invoice, prep CHQ REQ.	0.10	\$175.00	\$17.50
Thur	03/28/2019	Review DSF invoice, prep CHQ REQ.	0.10	\$175.00	\$17.50
			3.90		\$682.50
Elleen Sturge (EST)					
Fri	10/05/2018	Interim invoice and WIP	0.50	\$250.00	\$125.00
			0.50		\$125.00
Frieda Kanaris (FKA)					
Tues	10/02/2018	T/c with unit purchaser.	0.10	\$250.00	\$25.00
Thur	10/04/2018	Review and reply to email from unit purchaser.	0.10	\$250.00	\$25.00
Tues	10/09/2018	T/c and emails with unit purchasers.	0.20	\$250.00	\$50.00
Wed	10/10/2018	Review and respond to emails from unit purchasers.	0.30	\$250.00	\$75.00
Fri	10/12/2018	T/c with unit purchasers.	0.20	\$250.00	\$50.00
Mon	10/15/2018	T/c's with unit purchasers; send emails to Toronto Star and Hamilton Spectator requesting quotes for Ads; review proofs with DH, send email with revisions to ads.	0.90	\$250.00	\$225.00
Tues	10/16/2018	Reviewing several draft ads, send back with revisions; merge initial deposit claims notice to be mailed to unit purchasers, print labels and letters, attend to mailing notices.	3.10	\$250.00	\$775.00
Wed	10/17/2018	Final review of draft ads, emails to place Notice in Toronto Star and Hamilton Spectator on October 23rd and 27th; emails with unit purchasers.	0.60	\$250.00	\$150.00
Fri	10/19/2018	T/c's and emails from unit purchasers; review claims process with DH.	0.70	\$250.00	\$175.00
Mon	10/22/2018	Respond to emails and t/c's from unit purchasers; follow-up email with Toronto Star re ad.	0.40	\$250.00	\$100.00
Tues	10/23/2018	T/c's and emails with unit purchasers.	0.60	\$250.00	\$150.00
Wed	10/24/2018	T/c's and emails with unit purchasers regarding filling out claims forms.	0.80	\$250.00	\$200.00

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Frieda Kanarls (FKA)					
Thur	10/25/2018	T/c's and emails with unit purchasers; meet with purchasers attending at our office.	1.20	\$250.00	\$300.00
Mon	10/29/2018	T/c's, emails and meeting with unit purchasers.	0.60	\$250.00	\$150.00
Tues	10/30/2018	T/c's, emails and meetings with unit purchasers.	0.90	\$250.00	\$225.00
Wed	10/31/2018	T/c's and emails from unit purchasers.	0.50	\$250.00	\$125.00
Thur	11/01/2018	T/c's and emails from unit purchasers.	0.30	\$250.00	\$75.00
Fri	11/02/2018	T/c's and emails with unit purchasers.	0.40	\$250.00	\$100.00
Mon	11/05/2018	T/c's, emails and meet with unit purchasers; review and admit deposit claims and supporting documents.	3.20	\$250.00	\$800.00
Tues	11/06/2018	T/c's and emails with unit purchasers; review and admit deposit claims, send emails where information is missing.	1.30	\$250.00	\$325.00
Wed	11/07/2018	Emails and t/c's with unit purchasers; review deposit claims.	3.00	\$250.00	\$750.00
Thur	11/08/2018	Review deposit claims.	3.00	\$250.00	\$750.00
Fri	11/09/2018	T/c's and emails with unit purchasers; review deposit claims.	4.00	\$250.00	\$1,000.00
Mon	11/12/2018	Emails and t/c's with unit purchasers; review deposit claims.	2.90	\$250.00	\$725.00
Tues	11/13/2018	Emails, t/c's and meeting with unit purchasers; review	1.50	\$250.00	\$375.00
Wed	11/14/2018	T/c's and emails with unit purchasers; review deposit claims.	2.00	\$250.00	\$500.00
Thur	11/15/2018	T/c's and emails with unit purchasers; review deposit claims; review and requisition payment for Toronto Star and Hamilton Spectator Ads.	2.50	\$250.00	\$625.00
Fri	11/16/2018	T/c's, emails and meeting with unit purchasers; review deposit claims; merge second notice, print letters and labels and attend to mailing.	4.00	\$250.00	\$1,000.00
Mon	11/19/2018	T/c's and emails with unit purchasers; review proofs of claims.	3.70	\$250.00	\$925.00
Tues	11/20/2018	T/c's and emails with unit purchasers; review deposit claims.	2.50	\$250.00	\$625.00
Wed	11/21/2018	T/c's and email with unit purchasers; review deposit claims.	4.20	\$250.00	\$1,050.00
Thur	11/22/2018	T/c's and emails with unit purchasers; review deposit claims.	3.20	\$250.00	\$800.00
Fri	11/23/2018	Meeting with unit purchasers, numerous t/c's and emails; review deposit claims.	4.50	\$250.00	\$1,125.00
Mon	11/26/2018	T/c's, emails and meeting with walk-in unit purchasers; review deposit claims; file claims.	3.70	\$250.00	\$925.00
Tues	11/27/2018	T/c's, emails and meeting with walk-in unit purchasers; review deposit claims.	4.90	\$250.00	\$1,225.00
Wed	11/28/2018	T/c's, emails and meet with walk-ins unit purchasers; review deposit claims.	3.40	\$250.00	\$850.00
Thur	11/29/2018	T/c's, emails and meet with walk-ins unit purchasers; review deposit claims.	1.70	\$250.00	\$425.00
Fri	11/30/2018	T/c's and emails with unit purchasers; review deposit claims; merge letters to be mailed to unit purchasers with proven and non-proven claims, print labels and attend to mailing.	5.30	\$250.00	\$1,325.00
Mon	12/03/2018	T/c's and emails with unit purchasers; review deposit claim forms.	0.70	\$250.00	\$175.00
Tues	12/04/2018	Review deposit claims, emails re missing information.	1.30	\$250.00	\$325.00
Wed	12/05/2018	T/c's and emails with unit purchasers; review deposit claims.	1.20	\$250.00	\$300.00
Thur	12/06/2018	T/c's and emails with unit purchasers; review deposit claims.	1.30	\$250.00	\$325.00
Mon	12/10/2018	Exchange of emails with unit purchaser.	0.40	\$250.00	\$100.00
Tues	12/11/2018	Emails with unit purchasers; review deposit claims.	0.60	\$250.00	\$150.00
Wed	12/12/2018	T/c's and emails with unit purchasers.	0.90	\$250.00	\$225.00
Fri	12/14/2018	Emails and t/c's with unit purchasers; merge Guarantee Company Consent form with unit purchasers information, save pdf form in directory.	3.10	\$250.00	\$775.00
Mon	12/17/2018	T/c and emails with unit purchasers; forward deposit claims and consent to Guarantee company.	1.70	\$250.00	\$425.00

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Day	Date	Memo	B-Hrs	B-Rate	Amount
Frieda Kanarls (FKA)					
Tues	12/18/2018	T/c with unit purchasers; email deposit claims to Guarantee company.	1.20	\$250.00	\$300.00
Wed	12/19/2018	T/c with unit purchasers; email deposit claims to Guarantee company.	1.30	\$250.00	\$325.00
Thur	12/20/2018	Submit deposit claims to Guarantee company.	1.30	\$250.00	\$325.00
Fri	12/21/2018	Submit claims to Guarantee Company; save signed consent forms into individual folders.	1.50	\$250.00	\$375.00
Thur	12/27/2018	T/c's and emails with unit purchasers; meet with unit purchaser in our office to review claim; forward Notice requesting quotes from Hamilton Spectator and Toronto Star; forward claims to GCNA.	3.20	\$250.00	\$800.00
Fri	12/28/2018	Forward deposit claims to GCNA; follow-up emails to unit purchasers; exchange of emails with Hamilton Spectator and Toronto Star, proofing Notices, forward to DH for approval.	2.30	\$250.00	\$575.00
Mon	12/31/2018	Exchange of emails and t/c with Robin St. Jean; send email to Hamilton Spectator for Notice of Deposit to appear on January 9, 2019;	0.40	\$250.00	\$100.00
Wed	01/02/2019	Meet with unit purchaser to review their deposit claim.	0.30	\$250.00	\$75.00
Thur	01/03/2019	Review deposit claim received, responding email re missing information; review and save signed consent forms in individual directories; send deposit claims to GCNA.	1.70	\$250.00	\$425.00
Fri	01/04/2019	Review deposit claim and respond to inquiry from GCNA; forward deposit claims to GCNA for review; save signed consent forms into individual folders.	2.60	\$250.00	\$650.00
Mon	01/07/2019	Forward deposit claims to GCNA; review signed consents, save in folders and update schedule.	1.90	\$250.00	\$475.00
Tues	01/08/2019	Review deposit claims, scan and save in required format in individual folders; email deposit claims to GCNA.	3.50	\$250.00	\$875.00
Wed	01/09/2019	T/c and email with unit purchasers; forward deposit claims to GCNA; review signed consent forms, update schedule and save in individual folders.	2.10	\$250.00	\$525.00
Thur	01/10/2019	Exchange of emails with unit purchasers; review deposit claim received, scan and save into folder; forward deposit claims to GCNA; review signed Consent forms and same in directory, update schedule.	2.30	\$250.00	\$575.00
Fri	01/11/2019	Meet with unit purchaser; exchange of emails and t/c with unit purchaser; review and save signed consents, update log; forward deposit claims to GCNA.	2.10	\$250.00	\$525.00
Mon	01/14/2019	Exchange of emails and t/c's with unit purchasers; scan and save deposit claims in folders; forward deposit claims to GCNA; review and saved signed consent forms in folders; discussions with DH re incomplete claims.	3.90	\$250.00	\$975.00
Tues	01/15/2019	Scan and format deposit claims; send deposit claims to GCNA.	1.90	\$250.00	\$475.00
Wed	01/16/2019	Resend missing deposit claim to GCNA; update files with signed consent forms; update log with deposit claims submitted and signed consent forms received; emails with unit purchasers.	0.70	\$250.00	\$175.00
Thur	01/17/2019	Exchange of emails with unit purchasers; review documents received.	0.50	\$250.00	\$125.00
Fri	01/18/2019	Exchange of emails and t/c with unit purchasers; review deposit claims, emails re missing information.	0.70	\$250.00	\$175.00
Mon	01/21/2019	Review deposit claim forms, format and send to GCNA for approval.	0.90	\$250.00	\$225.00
Tues	01/22/2019	Prepare schedule of signed consents not received back from GCNA.	0.60	\$250.00	\$150.00

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Day	Date	Memo	B-Hrs	B-Rate	Amount
Frieda Kanarlis (FKA)					
Mon	01/28/2019	T/c and emails with unit purchaser; review signed consents, save in folders, update schedule.	0.50	\$250.00	\$125.00
Tues	01/29/2019	Review and format claims, send to GCNA; review signed consents, save in individual folders, update schedule; merge Acknowledgement of Receipt of funds, merge Notice to Purchasers, print labels and attend to mailing to unit purchasers.	5.70	\$250.00	\$1,425.00
Mon	02/04/2019	Review Acknowledgement of Receipt of Funds received, update log, and update folders.	1.60	\$250.00	\$400.00
Tues	02/05/2019	Review signed Acknowledgements, save in folders; respond to emails, t/c's and walk-in.	1.90	\$250.00	\$475.00
Thur	02/07/2019	Respond to t/c's and emails; review signed Acknowledgements, save in individual folders; discussion with DH re sending claims to Taron.	2.30	\$250.00	\$575.00
Fri	02/08/2019	T/c's and emails with unit purchasers; review Acknowledgements and save in folders.	1.40	\$250.00	\$350.00
Mon	02/11/2019	Review signed Acknowledgements and save in folders; finish saving initial notices in folders; t/c's and emails with unit purchasers.	2.20	\$250.00	\$550.00
Tues	02/12/2019	Review signed Acknowledgements and save in folders.	0.60	\$250.00	\$150.00
Wed	02/13/2019	Review signed Acknowledgements and save in folders; t/c's and emails with unit purchasers.	0.40	\$250.00	\$100.00
Thur	02/14/2019	Review signed Acknowledgements and save in folders.	0.40	\$250.00	\$100.00
Fri	02/15/2019	T/c's and emails with unit purchasers; review signed Acknowledgements and save in folders.	0.50	\$250.00	\$125.00
Tues	02/19/2019	Review signed Acknowledgements and save in folders; t/c's and emails with unit purchasers.	0.70	\$250.00	\$175.00
Wed	02/20/2019	Review signed Acknowledgements and save in folders; emails and t/c's with unit purchasers; print labels and mail cheques; print purchaser identifications for cheques being mailed.	1.20	\$250.00	\$300.00
Thur	02/21/2019	Review signed Acknowledgements and save in folders; emails and t/c's with unit purchasers.	0.60	\$250.00	\$150.00
Fri	02/22/2019	T/c's and emails with unit purchasers; review signed Acknowledgements and save in folders.	0.50	\$250.00	\$125.00
Mon	03/04/2019	Review signed Acknowledgements and save in folders.	0.60	\$250.00	\$150.00
Tues	03/05/2019	Review signed Acknowledgements and save in folders; t/c's and emails with unit purchasers.	0.90	\$250.00	\$225.00
Wed	03/06/2019	Review signed Acknowledgement and save in folder; t/c with unit purchaser.	0.40	\$250.00	\$100.00
Mon	03/11/2019	Review signed Acknowledgement and save in folder; t/c's and emails with unit purchasers re payment.	0.30	\$250.00	\$75.00
Tues	03/12/2019	Review signed Acknowledgement and save in folder; t/c and email from unit purchaser re payment.	0.40	\$250.00	\$100.00
Wed	03/13/2019	T/c's and emails with unit purchasers re payment.	0.40	\$250.00	\$100.00
Thur	03/14/2019	T/c's and emails with unit purchasers re payments.	0.50	\$250.00	\$125.00
Fri	03/15/2019	T/c's and emails with unit purchasers re payments.	0.30	\$250.00	\$75.00
Wed	03/20/2019	T/c with unit purchaser re	0.20	\$250.00	\$50.00
Fri	03/29/2019	Emails and t/c's with unit purchasers re cheques not received.	0.40	\$250.00	\$100.00
Frieda Kanarlis (FKA)			149.40		\$37,350.00
Harvey S. Lipman (HLI)					
Tues	02/05/2019	To cheque review and sign	0.10	\$525.00	\$52.50
Tues	02/19/2019	To cheque review and sign	0.10	\$525.00	\$52.50
Harvey S. Lipman (HLI)			0.20		\$105.00

Filters Used:

- Time Entry Date: 1/01/70 to 3/31/19
- File ID: AA2203; to AA2203;
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Haran Sivanathan (HSI)					
Fri	10/05/2018	General	1.20	\$100.00	\$120.00
Fri	10/12/2018	General	0.40	\$125.00	\$50.00
Tues	10/16/2018	General	0.20	\$125.00	\$25.00
Fri	11/16/2018	Deposit, Cheque, Pre-Authorized payment, Review Files, GIC's and Bank reconciliation	0.40	\$125.00	\$50.00
Fri	02/08/2019	Deposit, Cheque, Pre-Authorized payment, Review Files, GIC's and Bank reconciliation	1.90	\$125.00	\$237.50
Tues	02/19/2019	Deposit, Cheque, Pre-Authorized payment, Review Files, GIC's and Bank reconciliation	0.50	\$125.00	\$62.50
Thur	02/21/2019	Deposit, Cheque, Pre-Authorized payment, Review Files, GIC's and Bank reconciliation	0.60	\$125.00	\$75.00
Fri	02/22/2019	Deposit, Cheque, Pre-Authorized payment, Review Files, GIC's and Bank reconciliation	0.50	\$125.00	\$62.50
Mon	03/04/2019	General	0.30	\$125.00	\$37.50
Thur	03/07/2019	General	0.20	\$125.00	\$25.00
Wed	03/20/2019	General	0.40	\$125.00	\$50.00
Haran Sivanathan (HSI)			6.60		\$795.00
Inga Frilptuleac (IFR)					
Tues	10/09/2018	Issue cheques; Deposit	0.80	\$75.00	\$60.00
Mon	10/15/2018	Issue cheques	0.80	\$75.00	\$60.00
Mon	11/05/2018	Issue cheques	0.40	\$75.00	\$30.00
Mon	11/26/2018	Issue cheque	0.20	\$75.00	\$15.00
Mon	12/03/2018	Issue payment	0.20	\$75.00	\$15.00
Mon	02/04/2019	General	0.40	\$75.00	\$30.00
Mon	02/11/2019	Issue cheque	0.20	\$75.00	\$15.00
Tues	02/19/2019	issue cheque	1.20	\$75.00	\$90.00
Mon	02/25/2019	Issue cheques	1.10	\$75.00	\$82.50
Mon	03/04/2019	Issue payments to creditors, bank reconciliation, request stop cheque at the bank,	5.00	\$75.00	\$375.00
Mon	03/11/2019	Issue payments ; stop payments and reissue cheques	2.80	\$75.00	\$210.00
Tues	03/12/2019	Issue payments ; stop payments and reissue cheques	2.20	\$75.00	\$165.00
Inga Frilptuleac (IFR)			15.30		\$1,147.50
Mukul Manchanda (MMA)					
Mon	10/15/2018	Uploaded the motion record returnable October 12, 2018 and the Amended Deposit Claims Procedure Order dated October 12, 2018 to the case website.	0.30	\$375.00	\$112.50
Tues	10/16/2018	Uploaded the claims package on the case website.	0.20	\$375.00	\$75.00
Tues	10/23/2018	Uploaded Further Fresh As Amended Deposit Claims Procedure Order to the website.	0.20	\$375.00	\$75.00
Tues	11/06/2018	Telephone discussion with a creditor regarding submission of proof of claim form along with supporting documents. Explained to the creditor the relevance of requesting a copy of cancelled cheque. The creditor advised that he has requested a copy of the cancelled cheque from TD however due to the mail disruption he may not have it by November 30th. Advised him to file a proof of claim with us along with a letter outlining the issue of the cancelled cheque. Further asked him to send an email to D. Hornbostel regarding same.	0.30	\$375.00	\$112.50
Thur	11/29/2018	Uploaded the endorsement of Justice McEwen and Deposit Claims Procedure order to the case website.	0.20	\$375.00	\$75.00

Filters Used:

- Time Entry Date: 1/01/70 to 3/31/19
- File ID: AA2203; to AA2203;
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

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File Name (ID): 2203284 Ontario Inc. (AA2203;)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Mon	12/03/2018	Uploaded the amended Deposit Claim Package on the case website.	0.20	\$375.00	\$75.00
Mukul Manchanda (MMA)			1.40		\$525.00
Phillp H. Genns (PGE)					
Thur	10/11/2018	Review and approve payables.	0.20	\$525.00	\$105.00
Thur	10/18/2018	Review and approve payables.	0.20	\$525.00	\$105.00
Mon	11/05/2018	Review and approve payables.	0.20	\$525.00	\$105.00
Fri	11/16/2018	Review and approve payables	0.10	\$525.00	\$52.50
Mon	12/03/2018	Review and approve payables.	0.10	\$525.00	\$52.50
Tues	02/19/2019	Review and approve payables.	0.50	\$525.00	\$262.50
Tues	03/05/2019	Review and approve quantity of payables.,	0.50	\$525.00	\$262.50
Phillp H. Genns (PGE)			1.80		\$945.00
Rashid Peeroo (RPR)					
Wed	03/27/2019	Prepared statement of Principal & Interest calculations on mortgage	3.00	\$175.00	\$525.00
Rashid Peeroo (RPR)			3.00		\$525.00
Trevor Pringle (TPR)					
Mon	10/01/2018	correspondence with lawyers re closing; discussions/correspondence re vacant building registration with city; review amended statement of adjustments	0.10	\$525.00	\$52.50
Tues	10/02/2018	correspond/tdw's Nate Pace, CBRE (Jeff Muir, ECOH) re sending ECOH Phase 1&2 reliance letter to lender	0.30	\$525.00	\$157.50
Thur	10/04/2018	correspondence with lawyers, CBRE re closing; review closing documents including statement of adjustments, vendors stat dec, mutual undertaking, vendors undertaking, draft receivers certificate, updated tax certificate; review G/L; tdw David Jackson, lawyer	0.90	\$525.00	\$472.50
Fri	10/05/2018	correspondence with lawyers re closing; tdw David Jackson, lawyer	0.20	\$525.00	\$105.00
Fri	10/05/2018	review and approve payment of CBRE commission invoice; review invoice/wip; correspondence re wire transfer; review and sign correspondence re delivery of keys to purchaser, cancellation of insurance, final utility bill; review and approve payment of Devry Smith Frank LLP legal bills; correspond with Oren Chaimovitch, lawyer	0.70	\$525.00	\$367.50
Wed	10/10/2018	correspondence re DUCA pay-out statement	0.10	\$525.00	\$52.50
Fri	10/12/2018	review G/L; review DUCA pay-out	0.10	\$525.00	\$52.50
Mon	10/15/2018	review and sign correspondence to CBRE & Devry Smith Frank LLP; review and approve payment of repairs/maintenance invoice; review closing documents; review statement of adjustments; review G/L; review property tax adjustments; review Justice Chiappetta Amended Deposit Claims Procedure Order	0.90	\$525.00	\$472.50
Wed	10/17/2018	tdw Lawrence Hansen, lawyer re Santaguida mortgages; review G/L; review A/P listing; review Parcel Register	0.20	\$525.00	\$105.00
Mon	10/22/2018	review deposit claim documentation; review deposits G/L	0.10	\$525.00	\$52.50
Wed	10/24/2018	review Balardo deposit claim	0.10	\$525.00	\$52.50
Fri	10/26/2018	review and approve payment of Devry Smith Frank LLP legal invoice	0.10	\$525.00	\$52.50
Mon	10/29/2018	review and approve chq rq re legal fees	0.10	\$525.00	\$52.50
Tues	10/30/2018	review and approve payment of final utility invoice	0.10	\$525.00	\$52.50
Wed	10/31/2018	correspondence re Santaguida mortgages	0.10	\$525.00	\$52.50

Filters Used:

- Time Entry Date: 1/01/70 to 3/31/19
- File ID: AA2203: to AA2203:
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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Trevor Pringle (TPR)					
Thur	11/01/2018	discussions/correspondence re property tax refund; review and sign letter to City of Hamilton re property tax refund; review deposit claims newspaper notice; review property tax statement of account from City of Hamilton	0.40	\$525.00	\$210.00
Fri	11/02/2018	correspondence re property tax refund, interest on deposits; review G/L's	0.20	\$525.00	\$105.00
Thur	11/08/2018	review G/L; review deposit trust funds G/L; St. Jean Realty call	0.10	\$525.00	\$52.50
Mon	11/12/2018	correspondence re deposit claims; review G/L's	0.10	\$525.00	\$52.50
Thur	11/15/2018	review CBRE complete marketing/sales package	0.10	\$525.00	\$52.50
Wed	11/21/2018	correspondence re claims bar date extension	0.10	\$525.00	\$52.50
Fri	11/23/2018	correspondence re claims bar date extension; review report to Court	0.10	\$525.00	\$52.50
Tues	11/27/2018	review correspondence re deposit claim extension	0.10	\$525.00	\$52.50
Thur	11/29/2018	review and approve reimbursement of property taxes to purchaser; review Second Further Fresh as Amended Deposit Claims Procedure Order; review G/L's	0.30	\$525.00	\$157.50
Fri	11/30/2018	review and approve payment of Devry Smith Frank LLP invoice	0.10	\$525.00	\$52.50
Thur	12/06/2018	review G/L; review deposit claims trust funds	0.10	\$525.00	\$52.50
Wed	12/12/2018	correspondence re deposit claims; review G/L	0.10	\$525.00	\$52.50
Fri	12/21/2018	correspond with Lawrence Hansen, lawyer re Santaguida mortgages, examinations; review G/L's	0.10	\$525.00	\$52.50
Thur	01/03/2019	correspond with Lawrence Hansen, lawyer	0.10	\$525.00	\$52.50
Fri	01/04/2019	review G/L's; correspond with Lawrence Hansen, lawyer	0.10	\$525.00	\$52.50
Tues	01/29/2019	correspond with Lawrence Hansen, lawyer re Santaguida mortgages	0.10	\$525.00	\$52.50
Wed	01/30/2019	review G/L's; review and approve payment of Devry Smith Frank LLP legal invoice; review Santaguida correspondence; conference call with Lawrence Hansen, lawyer re Santaguida mortgages; correspondence re Tarion/claims process	0.40	\$525.00	\$210.00
Thur	01/31/2019	correspondence re Santaguida mortgages	0.10	\$525.00	\$52.50
Wed	02/06/2019	correspondence re Santaguida mortgages	0.10	\$525.00	\$52.50
Thur	02/07/2019	correspondence re deposit claims determination	0.10	\$525.00	\$52.50
Fri	02/08/2019	correspondence re Santaguida mortgages	0.10	\$525.00	\$52.50
Mon	02/11/2019	review financial records re Santaguida mortgages; conference call with Lawrence Hansen & Oren Chaimovitch, lawyers re Santaguida mortgages	0.40	\$525.00	\$210.00
Wed	02/20/2019	review G/L; correspond with Lawrence Hansen, lawyer	0.10	\$525.00	\$52.50
Tues	02/26/2019	review deposit funds G/L; conference call with Lawrence Hansen, lawyer re Santaguida mortgages	0.40	\$525.00	\$210.00
Thur	02/28/2019	correspondence re creditors, deposit funds; conference call with Lawrence Hansen, lawyer re Court attendance; review Tarion bond	0.40	\$525.00	\$210.00
Fri	03/01/2019	correspondence re court, deposit claims; review Justice Penny endorsement	0.10	\$525.00	\$52.50
Mon	03/25/2019	review deposit claims summary; review G/L; conference call with Lawrence Hansen, lawyer re court date	0.40	\$525.00	\$210.00
Wed	03/27/2019	discussions/correspondence re draft report to Court	0.20	\$525.00	\$105.00
Thur	03/28/2019	review and approve payment of Devry Smith Frank LLP invoice	0.10	\$525.00	\$52.50
Fri	03/29/2019	correspondence re Santaguida mortgages; review funds projection	0.20	\$525.00	\$105.00
Trevor Pringle (TPR)			9.40		\$4,935.00
Total for File ID AA2203:			543.00		\$209,292.50

Filters Used:

- Time Entry Date: 1/01/70 to 3/31/19
- File ID: AA2203: to AA2203:
- Time Entry Bill Status: Un-Billed to Un-Billed
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File Name (ID): 2203284 Ontario Inc. (AA2203:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Grand Total:			543.00		\$209,292.50

TAB CC

Appendix “CC”

Court File No. CV-17-11827-00CL

*ONTARIO***SUPERIOR COURT OF JUSTICE**

B E T W E E N :

DUCA FINANCIAL SERVICES CREDIT LTD.

Applicant

- and -

2203824 ONTARIO INC.

Respondent

AFFIDAVIT

I, OREN CHAIMOVITCH, of the City of Toronto, in the Province of Ontario, lawyer, MAKE OATH AND SAY:

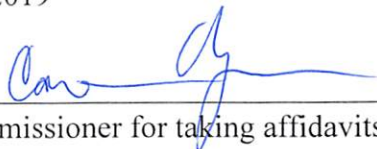
1. THAT I am a member of the law firm of Devry Smith Frank *LLP*, (“DSF”) counsel for the Court-Appointed Receiver, msi Spergel Inc. (hereinafter “the Receiver”) and as such have personal knowledge of the matters hereinafter deposed to. To the extent that any of the below is not within my personal knowledge, it constitutes information derived from a review of our accounts, all of which are attached as **Exhibit “A”**. I believe all such information to be true.
2. THAT the purpose of this Affidavit is to provide information in support of taxation of DSF’s accounts.
3. THAT since the affidavit of Sara Mosadeq sworn May 2, 2018, a total of 99.40 hours have been spent for a total fee of \$45,667.00, disbursements of \$6,455.52, plus H.S.T. of \$6,690.31 for a total of \$58,812.83.
4. THAT the total time spent from April 30, 2018 to March 25, 2019, was as follows:

TOTAL TIME and DISBURSEMENTS:

Name	Hours	Rate	Value
Oren H. Chaimovitch	26.50	\$560-\$595	\$14,108.50
S. Lawrence Hansen	55.10	\$530-\$555.00	\$26,560.50
Sara Mosadeq	13.00	\$242.31	\$3,150.00
Christopher W. Statham	4.80	\$385.00	\$1,848.00
TIME TOTALS	99.40		\$45,667.00
DISBURSEMENTS (Taxable)			\$5,805.28
DISBURSEMENTS (Non-taxable)			\$650.24
H.S.T.			\$6,690.31
TOTAL			\$58,812.83

5. THAT the remuneration requested by counsel totals \$52,122.52 plus H.S.T. of \$6,690.31 for a total of \$58,812.83.
6. THAT this Affidavit is made in support of a Motion by the Receiver for payment of its fees in accordance with those amounts set out in the Receiver's Report.

SWORN before me at the City of Toronto,
in the Province of Ontario, this 4th day of
April, 2019



A Commissioner for taking affidavits.



OREN CHAIMOVITCH

Carmen Siu-Ning Yuen, a Commissioner, etc.,
Province of Ontario, for Devry Smith Frank LLP,
Barristers and Solicitors.
Expires August 8, 2020.

This is Exhibit "A" referred to in the
affidavit of **OREN CHAIMOVITCH**
sworn before me, this 4th day of April, 2019



A COMMISSIONER FOR TAKING AFFIDAVITS

Carmen Siu-Ning Yuen, a Commissioner, etc.,
Province of Ontario, for Devry Smith Frank LLP,
Barristers and Solicitors.
Expires August 8, 2020.



DEVRY SMITH FRANK *LLP*
Lawyers & Mediators

95 Barber Greene Road
Suite 100
Toronto ON
Canada M3C 3E9
Tel 416-449-1400

msi Spergel Inc.
Trustee-in Bankruptcy
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8

May 31, 2018

File: MSISP011
Invoice: 191719

RE: Receivership of 2203284 Ontario Inc.

To our fee for professional services rendered on the dates set out below:

Apr 30, 2018	Review draft protocol, etc, provided by GCNA's lawyer	0.20	106.00	SLH
Apr 30, 2018	Telephone call with client re draft order	0.20	106.00	SLH
Apr 30, 2018	Telephone call with client about draft order	0.10	53.00	SLH
Apr 30, 2018	Telephone call with Adam Slavens	0.20	106.00	SLH
Apr 30, 2018	Further telephone call with client	0.10	53.00	SLH
Apr 30, 2018	To drafting factum	1.50	472.50	SMO
May 1, 2018	Correspondence from and to client re correspondence with Santaguida lawyer; work on orders	3.20	1,696.00	SLH
May 1, 2018	Correspondence from client re report	0.20	106.00	SLH
May 2, 2018	To finalizing factum	2.00	630.00	SMO
May 2, 2018	To drafting vesting order	1.00	315.00	SMO
May 2, 2018	To review fee affidavit	0.50	157.50	SMO
May 2, 2018	To revisions to draft report	1.00	315.00	SMO
May 2, 2018	To further revisions to draft report	1.00	315.00	SMO
May 2, 2018	Telephone call to client; discussions with SM re finalisation of report	0.20	106.00	SLH
May 3, 2018	To finalize motion record; to attend to service of same	1.50	472.50	SMO
May 3, 2018	To further revisions to notice of motion;	0.50	157.50	SMO
May 3, 2018	Review materials for vesting order hearing	0.30	159.00	SLH
May 3, 2018	Telephone call with Slavens	0.10	53.00	SLH
May 3, 2018	Telephone call with purchaser's lawyer re status	0.20	106.00	SLH
May 7, 2018	To further revisions to approval and vesting order and ancillary order	1.00	315.00	SMO
May 7, 2018	Review title searcher's report; email surveyor portions of search, ask if he needs anything further	0.90	504.00	OHC
May 7, 2018	Correspondence from GCNA's lawyer re order; modify order	0.10	53.00	SLH

Invoice #: 191719		May 31, 2018		
May 8, 2018	Email from surveyor confirming he is working on reference plan, will advise if he needs anything further	0.10	56.00	OHC
May 8, 2018	Telephone call with client	0.10	53.00	SLH
May 9, 2018	Correspondence from and to GCNA's lawyer re orders	0.20	106.00	SLH
May 10, 2018	Review, revise vesting order, ancillary order	1.40	784.00	OHC
May 10, 2018	Review orders; correspondence to other parties about them	0.30	159.00	SLH
May 11, 2018	Correspondence from and to Tarion's lawyer re order	0.10	53.00	SLH
May 11, 2018	Telephone call with Zimmerman re return of funds	0.20	106.00	SLH
May 11, 2018	Report to client re status re orders, etc	0.60	318.00	SLH
May 14, 2018	Discussion with Lawrence Hansen regarding further changes to order, effect of Retail Sales Tax Act and its waiver	0.30	168.00	OHC
May 14, 2018	Review report to prepare for hearing; correspondence with GCNA's lawyer re draft orders	2.30	1,219.00	SLH
May 15, 2018	Exchange of email with Edyta Kowalewska regarding her proposed changes to vesting order	0.40	224.00	OHC
May 15, 2018	Telephone call with Dominique Michaud about Diversified's security documents and need for assignment of debt	0.20	112.00	OHC
May 15, 2018	Telephone conference call	0.40	212.00	SLH
May 15, 2018	Report to client	0.10	53.00	SLH
May 15, 2018	Telephone call with client	0.10	53.00	SLH
May 16, 2018	Appear at motion for vesting order, claims procedure order, ancillary order, including discussions with other lawyers, travel to and from, etc	3.80	2,014.00	SLH
May 16, 2018	Telephone calls (x2) and email messages (x2) with Zimmeran re resolution of claim against him	0.10	53.00	SLH
May 16, 2018	Correspondence to those on service list re order; report to client about order	0.10	53.00	SLH
May 17, 2018	Correspondence to receiver re deposits	0.10	53.00	SLH
May 17, 2018	Telephone call with DUCA's lawyer re status	0.10	53.00	SLH
May 17, 2018	Telephone call with client	0.20	106.00	SLH
May 17, 2018	Correspondence to DUCA's lawyer re information about deposits	0.10	53.00	SLH
May 18, 2018	Letter to Zimmerman; draft release; letter to Moldaver	0.20	106.00	SLH
May 18, 2018	Letter to Moldaver	0.20	106.00	SLH
May 22, 2018	Receipt of requisition letter and prepare reply; email from Deborah with details of realty taxes; prepare Statement of Adjustments, lawyerly to pay tax arrears; prepare draft losing documents	1.80	1,008.00	OHC
May 23, 2018	Email to Deborah and Trevr with draft closing documents	0.20	112.00	OHC
May 24, 2018	Email from the purchaser's lawyer, Edyta Kowalewska, with tax certificate; updated lawyers undertaking to pay taxes; reply to requisition letter; exchange of email with Deborah and Trevor	0.30	168.00	OHC

Invoice #: 191719

May 31, 2018

May 24, 2018	Correspondence from and to DUCA's lawyer about whether Zimmerman has deposits; correspondence to GCNA's lawyer re deposits; further correspondence from DUCA's lawyer and to/from GCNA's lawyer	0.20	106.00	SLH
May 25, 2018	Correspondence to client re release	0.10	53.00	SLH
May 28, 2018	Phone call with Edyta Kowalewska and email to her attaching entered vesting order	0.10	56.00	OHC
May 28, 2018	Letter to Zimmerman re non-compliance with orders, etc	0.20	106.00	SLH
May 29, 2018	Exchange of email with Edyta Kowalewska to finalize sale documents; report to Deborah and Trevor	0.60	336.00	OHC
May 29, 2018	Report to client re status	0.10	53.00	SLH

Total Fees \$14,628.00

HST on Fees \$1,901.66

Total Fees & Taxes \$16,529.66

FEE SUMMARY:

Lawyer	Hours	Amount
OHC	6.30	3,528.00
SLH	17.70	7,950.00
SMO	13.00	3,150.00

Total Disbursements and Taxes as per attached schedule \$2,464.30

Total Fees, Disbursements & Taxes for this invoice**\$18,993.96**

Prior Unpaid Account(s)

\$12,261.13

TOTAL BALANCE OUTSTANDING**\$31,255.09**

Payment is due on receipt. Payment may be made by cheque payable to "Devry Smith Frank LLP" (quoting file and invoice numbers on the front of the cheque), or by VISA or MasterCard. To pay by credit card, please call 416.446.3301 to provide your credit card details, or click the "Make A Payment" link found at the bottom of www.devrylaw.ca. Please do not email your credit card information.

HST Number R-122563950

Total HST \$2,165.60

DEVRY SMITH FRANK LLP


Lawrence Hansen

E. & O. E. Interest will be charged on amounts outstanding more than 30 days at the rate of 12% per annum in accordance with the Solicitors Act.

DISBURSEMENTS

Particulars	Amount
Copies & Duplication	872.75
Postage	52.76
Parcel Register, Other Lro 17171-0009	21.20
Parcel Register, Other Lro, Additional Pages 17171-0009	2.10
Parcel Register, Other Lro 17171-0009 Receivership	8.50
Parcel Register, Other Lro, Additional Pages 17171-0009 Receivership	2.10
PAYEE: Minister of Finance; REQUEST#: 153267; DATE: 2018-05-04. - File Motion Record (motion for vesting order)	160.00
PAYEE: Sue Belanger; REQUEST#: 153409; DATE: 5/8/2018. - Title search report including - execution searches, PIN maps, block plan, download instruments	583.90
CITI-SERV invoice 18034 Serve: 1220356 Ontario Limited and Taragar Holdings Limited c/o Avenue Capital Mortgage Administration Inc. At: Toronto, ON, Attempt Serve and Mail: Santerra Asset Management and Development Inc., At: 93 Skyway Avenue, #104, Toronto, ON, Cost to mail to Santerra Asset Management and Development Inc., Mileage, File: Motion Record, Factum, Brief of Authorities and Affidavits of Service, May 7/18, Toronto Court, Mileage, Rush	330.95
CITI-SERV invoice 18114 File: Supplementary Motion Record and Affidavit of Service, May 14/18, Toronto Commercial Court, Mileage, Rush Filing	166.10
Total Disbursements:	\$2,200.36
HST on Disbursements	\$263.94
Total Disbursements & Taxes	\$2,464.30

An invoice for disbursements incurred prior to but not captured by this invoice, may follow.



DEVRY SMITH FRANK *LLP*
Lawyers & Mediators

95 Barber Greene Road
Suite 100
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Canada M3C 3E9
Tel 416-449-1400

msi Spergel Inc.
Trustee-in Bankruptcy
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8

June 27, 2018

File: MSISP011
Invoice: 192818

RE: Receivership of 2203284 Ontario Inc.

To our fee for professional services rendered on the dates set out below:

May 31, 2018	Email communication re upcoming closing and claims procedure	0.10	53.00	SLH
Jun 1, 2018	Email to Trevor and Deborah with closing documents for signature and return; phone call with Matt Zuk - his client likely needs extension of closing; report to Trevor and Deborah	0.40	224.00	OHC
Jun 4, 2018	Email from Matthew Zuk proposing 30 day extension, that his client to pay for their deposit of \$450,000; email to Trevor and Deborah reporting, recommendations; email to Matthew Zuk responded to his request, setting out the basis on which our client would agree to extend closing; prepare amended statement of adjustments	0.60	336.00	OHC
Jun 5, 2018	Exchange of emails and telephone call with Matthew Zuk to negotiate terms of closing extension, Exchange of email with Trevor and Deborah to get instructions on terms of extension; prepare letter agreement extending closing and have it returned by Matthew Zuk; further Exchange of emails with Matthew Zuk and client to arrange for further deposit to be paid directly to receiver	1.20	672.00	OHC
Jun 5, 2018	Correspondence from and to client and from and to purchaser's lawyer re closing	0.10	53.00	SLH
Jun 6, 2018	Exchange of email with Matthew Zuk, Trevor Pringle regarding wire transfer of further deposit	0.20	112.00	OHC
Jun 8, 2018	Review draft letter to send to unit holders; correspondence to client about it;	0.10	53.00	SLH
Jun 21, 2018	Email from Surveyor; email from and responding to Matt Zuk regarding status of Land Titles application	0.20	112.00	OHC
Total Fees			\$1,615.00	
HST on Fees			\$209.95	
Total Fees & Taxes			\$1,824.95	

Invoice #: 192818

June 27, 2018

FEE SUMMARY:

Lawyer	Hours	Amount
OHC	2.60	1,456.00
SLH	0.30	159.00

Total Disbursements and Taxes as per attached schedule

\$223.00

Total Fees, Disbursements & Taxes for this invoice**\$2,047.95**

Prior Unpaid Account(s)

\$31,255.09

TOTAL OUTSTANDING BALANCE**\$33,303.04**

Payment is due on receipt. Payment may be made by cheque payable to "Devry Smith Frank LLP" (quoting file and invoice numbers on the front of the cheque), or by VISA or MasterCard. To pay by credit card, please call 416.446.3301 to provide your credit card details, or click the "Make A Payment" link found at the bottom of www.devrylaw.ca. Please do not email your credit card information.

HST Number R-122563950

Total HST \$235.61

DEVRY SMITH FRANK LLP


Lawrence Hansen

E. & O. E. Interest will be charged on amounts outstanding more than 30 days at the rate of 12% per annum in accordance with the Solicitors Act.

DISBURSEMENTS

Particulars	Amount
Lawrence Hansen	14.12
Lawrence Hansen: Mileage to downtown Toronto re motion for vesting order	
Lawrence Hansen	22.12
Lawrence Hansen: Parking re motion for vesting order	
CITI-SERV invoice 18141 122 pages copied @ .35 cents per page. (3 copies of each Order needed for entering), Issue and Enter: Approval and Vesting Order, May 18/18, Issue and Enter: Depost Claims Procedure Order, May 18/18, Issue and Enter: Ancillary Order, May 18/18-no charge, Toronto Commercial List , (orders dropped off at your office on May 22/18 without invoice.)	152.70
Envoy Courier to 200-505 Consumers Road Toronto Ref 389089	8.40
Total Disbursements:	\$197.34
HST on Disbursements	\$25.66
Total Disbursements & Taxes	\$223.00

An invoice for disbursements incurred prior to but not captured by this invoice, may follow.



DEVRY SMITH FRANK *LLP*
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Trustee-in Bankruptcy
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8

August 22, 2018

File: MSISP011
Invoice: 195951

RE: Receivership of 2203284 Ontario Inc.

To our fee for professional services rendered on the dates set out below:

Jun 18, 2018	Correspondence from client; check order; correspondence to client re receipt	0.40	212.00	SLH
Jun 26, 2018	Consider email from David Spencer of Schneider Ruggiero advising he requires receiver undertake to deliver Form 4 Condominium Act notices to purchasers; email to Deborah and Trevor reporting, prepare draft undertaking, sample Form 4	0.60	336.00	OHC
Jun 27, 2018	Email from Deborah Hornbostel with signed Form 4; email it to David Spencer with advice re se perate account set up to hold deposits	0.20	112.00	OHC
Jun 27, 2018	Prepare re-dated sale documents, send to Deborah Hornbostel for signature; email to Matthew Zuk to confirm he his ready to close on July 5	0.50	280.00	OHC
Jun 29, 2018	Receipt of signed sale documents from client; call to Matt Zuk- left message	0.20	112.00	OHC
Jul 3, 2018	Correspondence from purchaser's lawyer re extended closing; telephone call with client about extended closing; further correspondence with client re the foregoing	0.20	106.00	SLH
Jul 4, 2018	Telephone call with Zuk	0.20	106.00	SLH
Jul 4, 2018	Report to client re status of closing	0.10	53.00	SLH
Jul 4, 2018	Correspondence from and to client re notice of compliance	0.10	53.00	SLH
Jul 5, 2018	Discussions with Lawrence, monitor communications between Lawrence and Mathew Zuk, Lawrence and receiver; prepare Agreement amending APS, exchange of email with Mathew Zuk	0.80	448.00	OHC
Jul 5, 2018	Exchange of email with Deborah regarding her proposed Notice to preconstruction purchasers re movement of deposit	0.10	56.00	OHC
Jul 5, 2018	Correspondence to client re status	0.10	53.00	SLH
Jul 5, 2018	Correspondence with client; dealing with matter	0.40	212.00	SLH
Jul 5, 2018	Correspondence to subsequent encumbrancers	0.40	212.00	SLH
Jul 6, 2018	Correspondence from purchaser's lawyer re deposit; report to client about the foregoing	0.10	53.00	SLH

Invoice #: 195951

August 22, 2018

Jul 6, 2018	Further correspondence	0.20	106.00	SLH
Jul 9, 2018	Confirm receipt of \$25,000; email to Trevor and Deborah regarding for new amending agreement; amend amending agreement, send it to Matthew Zuk, client for signature	0.60	336.00	OHC
Jul 9, 2018	Correspondence re payment of extra fee	0.10	53.00	SLH
Jul 10, 2018	Email to Matt Zuk with amending agreement, following up for his version; reply form Zuk - he is waiting for his client to sign	0.20	112.00	OHC
Jul 10, 2018	Generate draft order; correspondence to client about the foregoing	0.30	159.00	SLH
Jul 10, 2018	Letter to other parties re draft order	0.20	106.00	SLH
Jul 11, 2018	Receipt of signed amending agreement from Purchaser	0.10	56.00	OHC
Jul 11, 2018	Correspondence from purchaser's lawyer re execution of extension agreement	0.10	53.00	SLH
Jul 12, 2018	Exchange of email with Sarah Block, responding to her request for our reply to requisitions	0.10	56.00	OHC
Jul 13, 2018	Modify order; correspondence to client about this	0.20	106.00	SLH
Jul 16, 2018	Correspondence from and to client re draft modifications to order	0.10	53.00	SLH
Jul 26, 2018	Correspondence from and to client	0.10	53.00	SLH
Aug 8, 2018	Call with Stephen Longo; telephone call and email with Deborah Hornbostel about realty tax appeal; consider email from CBRE about his assisting purchaser in getting financing	0.50	280.00	OHC
Aug 9, 2018	Instructions from Deborah, email to Stephen Longo for his advice and recommendations as to realty tax appeal	0.20	112.00	OHC
Aug 10, 2018	Review Stephen Longo's recommendations on how to proceed with realty tax appeal; email from Deborah Hornbostel advising Mr. Longo to proceed	0.10	56.00	OHC
Aug 16, 2018	Prepare motion material for order amending claims procedure order;	1.50	795.00	SLH
Total Fees			\$4,896.00	
HST on Fees			\$636.48	
Total Fees & Taxes			\$5,532.48	

FEE SUMMARY:

Lawyer	Hours	Amount
OHC	4.20	2,352.00
SLH	4.80	2,544.00

Total Disbursements and Taxes as per attached schedule

\$310.32

Invoice #: 195951

August 22, 2018

Total Fees, Disbursements & Taxes for this invoice

Prior Unpaid Account(s)

TOTAL BALANCE OUTSTANDING

\$5,842.80
\$33,303.04
\$39,145.84

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HST Number R-122563950

Total HST \$653.80

DEVRY SMITH FRANK LLP


Lawrence Hansen

E. & O. E. Interest will be charged on amounts outstanding more than 30 days at the rate of 12% per annum in accordance with the Solicitors Act.

DISBURSEMENTS**Particulars****Amount**

Copies & Duplication

133.00

PAYEE: Minister of Finance; REQUEST#: 160637; DATE:
8/14/2018. - File motion materials to amend claims procedure
order

160.00

Total Disbursements:

\$293.00

HST on Disbursements

\$17.32

Total Disbursements & Taxes

\$310.32

An invoice for disbursements incurred prior to but not captured by this invoice, may follow.



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Trustee-in Bankruptcy
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8

September 27, 2018

File: MSISP011
Invoice: 197923

RE: Receivership of 2203284 Ontario Inc.

To our fee for professional services rendered on the dates set out below:

Aug 20, 2018	Telephone call with purchaser's lawyer; report to client about it;	0.20	106.00	SLH
Aug 28, 2018	Prepare for motion of following day (to amend claims procedure order) by reviewing motion record, previous file materials, finalise and prepare draft orders, etc	0.90	477.00	SLH
Aug 28, 2018	Correspondence from and to Tarion's lawyer about performance audit, etc; correspondence from and to client about the foregoing	0.10	53.00	SLH
Aug 29, 2018	Appearance at Superior Court (Commercial List) to obtain order amending claims procedure order	3.30	1,749.00	SLH
Aug 29, 2018	Report to client re order amending the claims procedure order	0.10	53.00	SLH
Aug 30, 2018	Telephone call with receiver	0.20	106.00	SLH
Aug 30, 2018	Telephone call with receiver	0.20	106.00	SLH
Aug 30, 2018	Telephone call with purchaser's lawyer re extension	0.00	0.00	SLH
Aug 30, 2018	Report to client about discussions with purchaser's lawyer	0.20	106.00	SLH
Aug 31, 2018	Correspondence from purchaser's lawyer; forward correspondence to client; follow up correspondence with debtor's lawyer	0.10	53.00	SLH
Sep 4, 2018	Consider exchange of emails between Lawrence and Matthew Zuk and Lawrence and Trevor Pringle; discussions with Lawrence about how to handle potential request for extension and possibility that Purchaser will not close; telephone call with Trevor Pringle to get instructions	0.50	280.00	OHC
Sep 4, 2018	Correspondence from and to client about status of closing; voicemail and email messages to debtor's lawyer re closing	0.10	53.00	SLH
Sep 4, 2018	Telephone call with client re assignability of APS	0.10	53.00	SLH
Sep 4, 2018	Telephone call with client about tendering on date of closing	0.10	53.00	SLH
Sep 4, 2018	Further correspondence with purchaser's lawyer re status of closing	0.10	53.00	SLH
Sep 5, 2018	Prepare amended Receiver's Certificate and Statement of Adjustments, send to Deborah and Trevor, request updated realty tax information	0.40	224.00	OHC

Invoice #: 197923

September 27, 2018

Sep 5, 2018	Correspondence to purchaser's lawyer re status of closing; report to client about the foregoing	0.10	53.00	SLH
Sep 6, 2018	Update Statement of Adjustments with final 2018 tax bill, send closing documents, including undertaking to pay tax arrears to Matthew Zuk; exchange of email with Matthew Zuk and client regarding extending closing 4 weeks, prepare Amending Agreement and circulate for signature	1.70	952.00	OHC
Sep 6, 2018	Correspondence from purchaser's lawyer re closing of sale	0.10	53.00	SLH
Sep 7, 2018	Various emails to Matthew Zuk following up for correct amending agreement, following up for further deposit and extension fee; exchange of emails with Trevor and Deborah reporting	0.60	336.00	OHC
Sep 7, 2018	Further correspondence with purchaser's lawyer re additional deposit	0.20	106.00	SLH
Sep 13, 2018	Confirmation from Trevor that he received funds Monday; email to Matthew Zuk to finalize amending agreement, question how to deal with extra \$5000	0.10	56.00	OHC
Sep 14, 2018	Follow up with Matthew Zuk	0.10	56.00	OHC
Sep 17, 2018	Follow up with Matthew Zuk	0.10	56.00	OHC
Sep 20, 2018	Advice from Deborah regarding tax appeal; phone call to Matthew Zuk regarding taxes, to finalize amending agreement	0.30	168.00	OHC
Sep 20, 2018	Correspondence from and to client	0.10	53.00	SLH
Sep 21, 2018	Email to Deborah and Trevor reporting on my conversation with Matthew yesterday, prepare amended extension agreement and forward to client and Matthew for signature	0.50	280.00	OHC
Sep 24, 2018	Receipt of signed amending agreement from Trevor; send it to Matthew Zuk, follow up for a signed agreement from purchaser	0.20	112.00	OHC
Total Fees			\$5,806.00	
HST on Fees			\$754.78	
Total Fees & Taxes			\$6,560.78	

FEE SUMMARY:

Lawyer	Hours	Amount
OHC	4.50	2,520.00
SLH	6.20	3,286.00

Total Disbursements and Taxes as per attached schedule

\$501.88

Invoice #: 197923

September 27, 2018

Total Fees, Disbursements & Taxes for this invoice

Prior Unpaid Account(s)

TOTAL OUTSTANDING BALANCE

\$7,062.66
\$39,145.84
\$46,208.50

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HST Number R-122563950

Total HST \$812.55

DEVRY SMITH FRANK LLP


Lawrence Hansen

E. & O. E. Interest will be charged on amounts outstanding more than 30 days at the rate of 12% per annum in accordance with the Solicitors Act.

DISBURSEMENTS

Particulars	Amount
Copies & Duplication	198.75
CITI-SERV invoice 18944 File: Motion Record and Affidavit of Service, Aug 20/18, Toronto Commercial List, Rush	150.00
Lawrence Hansen	14.12
Lawrence Hansen: Mileage to downtown Toronto re motion to amend claims procedure order	
Lawrence Hansen	21.24
Lawrence Hansen: Parking re motion to amend claims procedure order	
CITI-SERV invoice 19059 Issue and Enter: Fresh as Amended Deposit Claims Procedure Order, Aug 31/18, Toronto Commercial List court	60.00
Total Disbursements:	\$444.11
HST on Disbursements	\$57.77
Total Disbursements & Taxes	\$501.88

An invoice for disbursements incurred prior to but not captured by this invoice, may follow.



DEVRY SMITH FRANK *LLP*
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Trustee-in Bankruptcy
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8

November 30, 2018

File: MSISP011
Invoice: 201604

RE: Receivership of 2203284 Ontario Inc.

To our fee for professional services rendered on the dates set out below:

Oct 29, 2018	Correspondence with Moldaver re documents; correspondence with client about mortgage documents; meeting with OC re documents	0.40	212.00	SLH
Oct 31, 2018	Review, consider receiver's report and analysis of accounting records to determine what amount lent to company by Santaguida and whether it was paid directly or that Santaguida paid expenses on behalf of company	0.60	336.00	OHC
Oct 31, 2018	Correspondence from client re Santaguida mortgage; review attached documents, including memorandum dealing with advance of funds	0.10	53.00	SLH
Nov 1, 2018	Exchange with Deborah about tax refund and how to readjust, return over payment	0.80	448.00	OHC
Nov 20, 2018	Email to Brett Moldaver following up for his client's security documents	0.10	56.00	OHC
Nov 20, 2018	Check status of matter; memo to Oren C. re Santaguida mortgage	0.10	53.00	SLH
Nov 21, 2018	Correspondence from and to client about 9:30 appointment	0.10	53.00	SLH
Nov 22, 2018	Correspondence to secured creditors re extension of claims bar date; report to client about 9:30 appointment; correspondence to and from GCNA's lawyer re status; further correspondence with client about report	0.20	106.00	SLH
Nov 23, 2018	Correspondence from and to client about receiver's report, including review of report	0.20	106.00	SLH
Nov 23, 2018	Correspondence from and to client about claims bar date, etc	0.10	53.00	SLH
Nov 23, 2018	Prepare motion material	1.20	636.00	SLH
Nov 27, 2018	Correspondence from Receiver re notice letters; review draft letters and respond to Receiver	0.10	53.00	SLH
Nov 28, 2018	Review material to prepare for motion to amend claims procedure order	0.50	265.00	SLH
Nov 29, 2018	Appear at court to obtain order extending claims bar date	2.90	1,537.00	SLH
Nov 29, 2018	Report to client about hearing	0.10	53.00	SLH

Invoice #: 201604

November 30, 2018

Total Fees	\$4,020.00
HST on Fees	\$522.60
Total Fees & Taxes	\$4,542.60

FEE SUMMARY:

Lawyer	Hours	Amount
OHC	1.50	840.00
SLH	6.00	3,180.00

Total Disbursements and Taxes as per attached schedule \$2,296.90

Total Fees, Disbursements & Taxes for this invoice**\$6,839.50**

Payment is due on receipt. Payment may be made by cheque payable to "Devry Smith Frank LLP" (quoting file and invoice numbers on the front of the cheque), or by VISA or MasterCard. To pay by credit card, please call 416.446.3301 to provide your credit card details, or click the "Make A Payment" link found at the bottom of www.devrylaw.ca. Please do not email your credit card information.

HST Number R-122563950

Total HST \$767.26

DEVRY SMITH FRANK LLP


Lawrence Hansen

E. & O. E. Interest will be charged on amounts outstanding more than 30 days at the rate of 12% per annum in accordance with the Solicitors Act.

DISBURSEMENTS

Particulars	Amount
Copies & Duplication	257.50
Postage	0.84
Parcel Register, Other Lro Pin: 17171-0009	21.20
Parcel Register, Other Lro, Additional Pages Pin: 17171-0009	2.10
Parcel Register, Other Lro Pin: 17171-0009 Smo	8.50

Invoice #: 201604

November 30, 2018

Parcel Register, Other Lro, Additional Pages Pin: 17171-0009 Smo	2.10
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PAYEE: Ashenhurst Nouwens & Associates Inc.; REQUEST#: 167941; DATE: 2018-11-19. - Field & office work to prepare preliminary reference plan for use in LT absolute application	1,600.00
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PAYEE: Minister of Finance; REQUEST#: 168456; DATE: 2018-11-26. - File Motion Record to amend claims procedure Order	160.00
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Total Disbursements:	\$2,052.24
HST on Disbursements	\$244.66
Total Disbursements & Taxes	\$2,296.90

An invoice for disbursements incurred prior to but not captured by this invoice, may follow.

TRUST STATEMENT

as at November 30, 2018

Disbursements	Receipts
<hr/>	<hr/>
\$0.00	\$0.00



DEVRY SMITH FRANK *LLP*
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msi Spergel Inc.
Trustee-in Bankruptcy
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8

January 30, 2019

File: MSISP011
Invoice: 205112

RE: Receivership of 2203284 Ontario Inc.

To our fee for professional services rendered on the dates set out below:

Dec 11, 2018	Correspondence to client re entered order and ML Santaguida	0.10	53.00	SLH
Dec 19, 2018	Exchange of email with purchaser's lawyer explaining tax readjustment, funds returned	0.20	112.00	OHC
Dec 20, 2018	Telephone call with client re handling of issue of Santaguida mortgage; examination of Santaguidas	0.20	106.00	SLH
Dec 21, 2018	Correspondence to client about game plan to deal with Santaguidas	0.10	53.00	SLH
Dec 21, 2018	Letter to Santaguidas lawyer re examinations	0.10	53.00	SLH
Jan 2, 2019	Correspondence from GCNA's lawyer; report to client about this; further correspondence with GCNA's lawyer and client	0.20	111.00	SLH
Jan 3, 2019	Correspondence from GCNA's lawyer re sale of property, claims procedure, etc; further correspondence from GCNA's lawyer re amounts received and what is being held; correspondence to receiver about the foregoing	0.10	55.50	SLH
Jan 3, 2019	Correspondence to Santaguida's lawyers re status of examination, etc	0.10	55.50	SLH
Jan 4, 2019	Correspondence from client re information requested by GCNA; correspondence to GCNA re questions; report to client about this; correspondence to Santaguida's lawyer re examination	0.20	111.00	SLH
Jan 4, 2019	Correspondence from Santaguida's lawyer re examination and documents	0.10	55.50	SLH
Jan 8, 2019	Correspondence from and to Tarion's lawyer re status of claims procedure	0.20	111.00	SLH
Jan 24, 2019	Correspondence to Santaguida's lawyer re handling of matter	0.10	55.50	SLH
Total Fees			\$932.00	
HST on Fees			\$121.18	
Total Fees & Taxes			\$1,053.18	

Invoice #: 205112

January 30, 2019

FEE SUMMARY:

Lawyer	Hours	Amount
OHC	0.20	112.00
SLH	1.50	820.00

Total Disbursements and Taxes as per attached schedule \$434.85

Total Fees, Disbursements & Taxes for this invoice**\$1,488.03**

Payment is due on receipt. Payment may be made by cheque payable to "Devry Smith Frank LLP" (quoting file and invoice numbers on the front of the cheque), or by VISA or MasterCard. To pay by credit card, please call 416.446.3301 to provide your credit card details, or click the "Make A Payment" link found at the bottom of www.devrylaw.ca. Payments made by credit card are subject to a 2% convenience fee. Please do not email your credit card information.

HST Number R-122563950

Total HST \$171.21

DEVRY SMITH FRANK LLP


Lawrence Hansen

E. & O. E. Interest will be charged on amounts outstanding more than 30 days at the rate of 12% per annum in accordance with the Solicitors Act.

DISBURSEMENTS

Particulars	Amount
76 pages printed @ .40 cents per page., Issue: Further Fresh as Amended Deposit Claims Procedure Order, Oct 17/18, Toronto Commercial List	90.40
CITI-SERV invoice 19805 File: Motion Record and Affidavit of Service, Nov 26/18, Toronto Commercial List Court, Mileage, Rush Filing	173.00
Lawrence Hansen Lawrence Hansen: Mileage to downtown Toronto re motion to amend claims procedure order	14.12
Lawrence Hansen Lawrence Hansen: Parking re motion to amend claims procedure order	17.70
CITI-SERV invoice 19909 74 pages printed @ .40 cents per page. Issue: And Enter Order, Dec 5/18, Toronto Court, Dropped off issued and entered order Dec 11/18 without our invoice.	89.60
Total Disbursements:	\$384.82
HST on Disbursements	\$50.03
Total Disbursements & Taxes	\$434.85

An invoice for disbursements incurred prior to but not captured by this invoice, may follow.

TRUST STATEMENT

as at January 30, 2019

Disbursements	Receipts
\$0.00	\$0.00



DEVRY SMITH FRANK *LLP*
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msi Spergel Inc.
Trustee-in Bankruptcy
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8

March 28, 2019

File: MSISP011
Invoice: 208130

RE: Receivership of 2203284 Ontario Inc.

To our fee for professional services rendered on the dates set out below:

Jan 29, 2019	Correspondence from trustee re contact with Tarion; correspondence to Tarion's lawyer about this	0.10	55.50	SLH
Jan 30, 2019	Review material; speak to OC; telephone conference call with clients; correspondence to and from Tarion's lawyer; report to client about the foregoing	0.60	333.00	SLH
Jan 30, 2019	Prepare draft letter to Moldaver, including review of receiver reports and correspondence from receiver about what letter shows	0.80	444.00	SLH
Jan 30, 2019	Review Moldaver's letter and documents purporting to provide evidence of Ms. Santaguida's loans to company, discussions with Lawrence about missing details and evidence	0.60	357.00	OHC
Feb 6, 2019	Correspondence from Santaguidas' lawyer (x3); correspondence to lawyers for GCNA and Tarion re Sufficient Funds Certificate; correspondence to Santaguidas' lawyer re statutory declaration; correspondence from client about how to proceed re examinations, etc; correspondence to Santaguidas lawyer about the foregoing	0.30	166.50	SLH
Feb 6, 2019	Correspondence from and to client re examinations and mortgages; correspondence from client re certificate; letter to other parties about this	0.10	55.50	SLH
Feb 8, 2019	Review letter from Brett Moldaver responding to our last letter, and in particular evidence of MaryLou Santaguida's advances to 2203284 Ontario Inc.	0.50	297.50	OHC
Feb 8, 2019	Correspondence from Santaguidas' lawyer; report to client about it	0.10	55.50	SLH
Feb 11, 2019	Attend conference call with Deborha, Trevor to discuss Brett Moldaver's letter and supporting documents	0.40	238.00	OHC
Feb 11, 2019	Review letter from Santaguidas' lawyer	0.30	166.50	SLH
Feb 11, 2019	Telephone call with clients re response of Santaguidas' to requests for information and documentation	0.40	222.00	SLH
Feb 12, 2019	Correspondence to Santaguidas' lawyer re requests for information	0.20	111.00	SLH
Feb 13, 2019	Correspondence with client re status of contact from Tarion	0.10	55.50	SLH
Feb 20, 2019	Check status; correspondence to clients about status	0.10	55.50	SLH
Feb 20, 2019	Correspondence to Santaguidas' lawyer re outstanding amounts	0.10	55.50	SLH

Invoice #: 208130

March 28, 2019

Feb 25, 2019	Cursory review and analysis of issue involving Santaguida mortgage and prior transfer of \$3.5 million to her company; discussion with Lawrence Hansen. (NO CHARGE)	0.40	0.00	CWS
Feb 25, 2019	Correspondence from Santaguidas' lawyer; telephone call with him	0.60	333.00	SLH
Feb 25, 2019	Report to client about discussions with Santaguida's lawyer	0.30	166.50	SLH
Feb 26, 2019	Meeting with Lawrence Hansen re issues requiring analysis: (1) what do to with abandoned deposits and interest on deposits; (2) liability to realtors for commission; and (3) Santaguida mortgage.	0.50	210.00	CWS
Feb 27, 2019	Review various client documents, including first report of the Receive and supplementary report, appendices to reports, appointment order and claims deposit procedure order and correspondence between counsel; review and analysis of issue regarding real estate agent commissions, including review of OREA form and language of claims deposit procedure order; review analysis of issue of surplus deposits and interest, including review of various legislation and caselaw searches for guidance on issue; review and analysis of issue regarding unexplained transfer from 220 Ontario to Santerra, including caselaw research and analysis of steps that would need to be taken to pursue remedies under s. 96 of BIA; discuss with Lawrence Hansen re the foregoing	3.90	1,638.00	CWS
Feb 27, 2019	Report to client about handling of 9:30 appointment	0.50	277.50	SLH
Feb 28, 2019	Telephone call with clients about further handling; email correspondence with Santaguida's lawyer re 9:30 appointment	0.60	333.00	SLH
Feb 28, 2019	Telephone call with Tarion's lawyer; report to client about this	0.20	111.00	SLH
Feb 28, 2019	Correspondence from and to GCNA's lawyer re 9:30 appointment	0.30	166.50	SLH
Mar 1, 2019	Appear at 9:30 appointment (including travel to and from and discussions with lawyer acting for the Santaguidas); report to client; letter to other parties about hearing	3.20	1,776.00	SLH
Mar 22, 2019	Correspondence with clients re status	0.10	55.50	SLH
Mar 22, 2019	Correspondence with GCNA and Tarion re upcoming motion and its position	0.10	55.50	SLH
Mar 25, 2019	Telephone call with client re status and further handling, particularly in respect of hearing of motion and preparation of material for April 29; discussion with OC re vetting security	0.80	444.00	SLH

Total Fees	\$8,235.00
HST on Fees	\$1,070.62
Total Fees & Taxes	\$9,305.62

Invoice #: 208130

March 28, 2019

FEE SUMMARY:

Lawyer	Hours	Amount
CWS	4.80	1,848.00
OHC	1.50	892.50
SLH	12.70	5,494.50

Total Disbursements and Taxes as per attached schedule

\$345.28

Total Fees, Disbursements & Taxes for this invoice**\$9,650.90**

Payment is due on receipt. Payment may be made by cheque payable to "Devry Smith Frank LLP" (quoting file and invoice numbers on the front of the cheque), or by VISA or MasterCard. To pay by credit card, please call 416.446.3301 to provide your credit card details, or click the "Make A Payment" link found at the bottom of www.devrylaw.ca. Payments made by credit card are subject to a 2% convenience fee. Please do not email your credit card information.

HST Number R-122563950

Total HST \$1,110.36

DEVRY SMITH FRANK LLP


Lawrence Hansen

E. & O. E. Interest will be charged on amounts outstanding more than 30 days at the rate of 12% per annum in accordance with the Solicitors Act.

DISBURSEMENTS

Particulars	Amount
Copies & Duplication	211.75
CITI-SERV invoice 20526 File: Sufficient Funds Certificate and Affidavit of Service, Feb 20/19, Toronto Commercial List Court	60.00
Image - Download Instrument We998973	3.00
TELUS Communications VENDOR: TELUS Communications; INVOICE#: 4541706673.MAR19/19; Conference call	2.51
Lawrence Hansen Lawrence Hansen: Mileage to downtown Toronto for Commercial appointment	14.12
Lawrence Hansen Lawrence Hansen: Parking for Commercial List appointment	14.16
Total Disbursements:	\$305.54
HST on Disbursements	\$39.74
Total Disbursements & Taxes	\$345.28

An invoice for disbursements incurred prior to but not captured by this invoice, may follow.

TRUST STATEMENT

as at March 28, 2019

Disbursements	Receipts
\$0.00	\$0.00

DUCA FINANCIAL SERVICES CREDIT UNION LTD.
Applicant

and

2203284 ONTARIO LTD.
Respondent

Court File No.: CV-17-11827-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at

TORONTO

AFFIDAVIT

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Lawyers for the receiver msi Spergel Inc.

DUCA FINANCIAL SERVICES CREDIT UNION LTD.
Applicant

and

2203284 ONTARIO LTD.
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MOTION RECORD
(returnable April 30, 2019)

VOLUME 2 of 2

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