

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

THE HONOURABLE MADAM.	)	THURSDAY, THE 11 <sup>th</sup>
	)	
JUSTICE STEELE	)	DAY OF JANUARY, 2024

B E T W E E N:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**TORONTO ARTSCAPE INC.**

Respondent

**APPROVAL AND VESTING ORDER**  
**(ANPHIAH Order)**

THIS MOTION, made by Toronto Artscape Inc. ("**TAI**") for an order approving the transfer and assignment of assets (the "**Transaction**") contemplated by an Asset Transfer Agreement (the "**Asset Transfer Agreement**") between TAI and ANPHI Affordable Homes Inc. ("**ANPHIAH**") dated January 3, 2024 and appended to the Affidavits of Grace Lee Reynolds, sworn December 27, 2023 and January 10, 2024 (collectively, the "**Reynolds Affidavit**"), and vesting in ANPHIAH TAI's right, title and interest in and to the assets described in the Asset Transfer Agreement (the "**Transferred Assets**"), which Transferred Assets include, but are not limited to:

- (a) a lease agreement dated the 1<sup>st</sup> day of November, 2016 (the "**Weston Commons Lease**") of, and the leasehold estate thereunder in, certain premises being operated

as twenty-six (26) live/work residential rental units which are located on the lands and building municipally known as 31 King Street, Toronto, Ontario and legally described in **Schedule B** hereto (the “**Weston Commons Leasehold Real Property**”); and

(b) leases of, and leasehold estates in, certain other real property in the City of Toronto, as more particularly specified in **Schedule B-1** hereto (hereafter, such other leases are collectively referred to as the “**Other Leases**”, and each an “**Other Lease**”, and the other leasehold estates are hereafter referred to as the “**Other Leasehold Real Properties**” and each such leasehold estate is an “**Other Leasehold Real Property**”),

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

ON READING the Reynolds Affidavit and on hearing the submissions of counsel for TAI, the Receiver, The Toronto-Dominion Bank, City of Toronto, and MPCT DIF DAM Residence AT Weston Inc., no one appearing for any other person on the service list, although properly served as appears from the affidavits of Kim Sellers sworn December 27, 2023 and Maureen McLaren sworn January 10, 2024, filed:

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

2. THIS COURT ORDERS that the Transaction with respect to the Transferred Assets is hereby approved, pursuant to and subject to compliance with the terms and conditions in the Asset Transfer Agreement, with such minor amendments as TAI and ANPHIAH may deem necessary. TAI is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Transferred Assets to ANPHIAH.

3. THIS COURT ORDERS that upon the delivery of a certificate executed by TAI to ANPHIAH, City of Toronto, Vancity Community Investment Bank, and MPCT DIF DAM Residence AT Weston Inc., substantially in the form attached as **Schedule A** hereto (the “**Closing Certificate**”), all of TAI’s right, title and interest in and to the Transferred Assets described in the

Asset Transfer Agreement, including, without limiting the generality of the foregoing, the Weston Commons Lease, the Weston Commons Leasehold Real Property, the Other Leases and the Other Leasehold Real Properties, shall vest absolutely in ANPHIAH, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Steele dated January 11, 2024 in the within proceedings; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule C and C-1** hereto (all of the Claims and the foregoing set out in (i), (ii) and (iii) are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule D** (collectively, the "**Permitted Encumbrances**") which shall remain in full force and effect against the Transferred Assets) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Transferred Assets except the Permitted Encumbrances are hereby expunged and discharged as against the Transferred Assets.

4. THIS COURT ORDERS that the landlord under each Other Lease shall be prohibited from exercising any rights or remedies under, as applicable, each Other Lease, and shall be forever barred, enjoined and estopped from taking such action by reason solely of any defaults under, as applicable, each Other Lease arising out of or relating to any act or omission of TAI prior to the delivery of the Closing Certificate. For greater certainty, the foregoing shall not prohibit the landlord under each Other Lease from exercising any rights or remedies, acting reasonably, under as, applicable, each Other Lease against ANPHIAH for any defaults perpetuated by ANPHIAH from and after the delivery of the Closing Certificate, provided that the City shall not exercise any rights or remedies under any Other Lease in such circumstances against ANPHIAH for a period of six months after the delivery of the Closing Certificate.

5. THIS COURT ORDERS that upon the registration in the Land Titles Division of the Toronto Registry Office No. 66 of an Application for Vesting Order, in the form prescribed by the *Land Titles Act* (Ontario), the Land Registrar is hereby directed to enter ANPHIAH as the owner

of the Weston Commons Leasehold Real Property legally described in **Schedule B** with a leasehold estate therein, and is hereby directed to delete and expunge from title to the Weston Commons Leasehold Real Property all of the Claims listed in **Schedule C** hereto except the Permitted Encumbrances. For clarity, by registering such Application for Vesting Order, ANPHIAH shall:

- (a) become the owner of the Weston Commons Leasehold Real Property legally described in **Schedule B** and be the tenant, and shall stand in place of the named tenant shown on the Parcel Register for the Weston Commons Leasehold Real Property, under the Weston Commons Lease, notice of which is registered on the Parcel Register for the Weston Commons Leasehold Real Property (Property Identifier No. 10323-0122 (LT)) as Instrument No. AT4390084; and
- (b) derive all benefits and shall observe, comply with and perform all obligations, terms conditions and covenants under the Weston Commons Lease.

6. THIS COURT ORDERS AND DIRECTS TAI to file with the Court a copy of the Closing Certificate, forthwith after delivery thereof.

7. THIS COURT ORDERS that, notwithstanding:

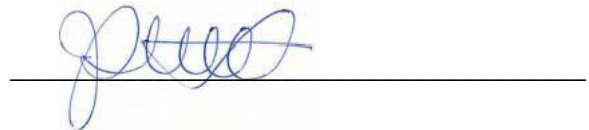
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of TAI and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of TAI;

the vesting of the Transferred Assets in ANPHIAH pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of TAI and shall not be void or voidable by creditors of TAI, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation,

nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist TAI and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to TAI as may be necessary or desirable to give effect to this Order or to assist TAI and its agents in carrying out the terms of this Order.

9. THIS COURT ORDERS that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

A handwritten signature in blue ink is positioned above a solid horizontal line. The signature is cursive and appears to read "J. P. [unclear]".

**Schedule A – Form of Closing Certificate**

Court File No. CV-23-00711609-00CL

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**COMMERCIAL LIST**

**B E T W E E N:**

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**TORONTO ARTSCAPE INC.**

Respondent

**CLOSING CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Court dated January 11, 2024, the Court approved the Asset Transfer Agreement made as of January 3, 2024 (the “**Asset Transfer Agreement**”) between Toronto Artscape Inc. (“**TAI**”) and ANPHI Affordable Homes Inc. (“**ANPHIAH**”) (the “**Purchaser**”) and provided for the vesting in ANPHIAH of TAI’s right, title and interest in and to the Transferred Assets, which vesting is to be effective with respect to the Transferred Assets upon the delivery by TAI to ANPHIAH, City of Toronto, Vancity Community Investment Bank, and MPCT DIF DAM Residence AT Weston Inc., of a certificate confirming (i) the payment by ANPHIAH of the Purchase Price for the Transferred Assets; (ii) that the conditions to Closing as set out in Article 7 of the Asset Transfer Agreement with respect to the Transferred Assets have been satisfied or waived by TAI and ANPHIAH; (iii) that MPCT DIF DAM Residence at Weston Inc., the City of Toronto, and Vancity Community Investment Bank have provided their respective

written consent to the Transaction as it relates to the Weston Commons Lease and Weston Commons Leasehold Property; (iv) that MPCT DIF DAM Residence at Weston Inc., the City of Toronto, and Vancity Community Investment Bank have provided written confirmation that all of the conditions in their favour as set out in the Assignment of Lease and Consent Agreement dated \_\_\_\_ among TAI, ANPHIAH, MPCT DIF DAM Residence at Weston Inc., and the City of Toronto (the “**Consent Agreement**”) have been satisfied; (v) that the City of Toronto and Vancity Community Investment Bank have provided their respective written consent to the Transaction as it relates to the Other Leases and Other Leasehold Real Properties; and (vi) the Transaction has been completed to the satisfaction of TAI.

B. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Asset Transfer Agreement.

TAI CERTIFIES the following:

1. ANPHIAH has paid and TAI has received the Purchase Price for the Transferred Assets payable on the Closing Date pursuant to the Asset Transfer Agreement;
2. The conditions to Closing as set out in Article 7 of the Asset Transfer Agreement have been satisfied or waived by TAI and ANPHIAH;
3. MPCT DIF DAM Residence at Weston Inc., the City of Toronto, and Vancity Community Investment Bank have provided their respective written consent to the Transaction as it relates to the Weston Commons Lease and Weston Commons Leasehold Property;
4. MPCT DIF DAM Residence at Weston Inc., the City of Toronto, and Vancity Community Investment Bank have provided their respective written confirmation that all of the conditions in their favour as set out in the Consent Agreement have been satisfied;
5. The City of Toronto and Vancity Community Investment Bank have provided their respective written consent to the Transaction as it relates to the Other Leases and Other Leasehold Real Properties;
6. The Transaction has been completed to the satisfaction of TAI; and
7. This Certificate was delivered by TAI at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**TORONTO ARTSCAPE INC.**

Per:

\_\_\_\_\_  
Name: Grace Lee Reynolds

Title: Chief Executive Officer



**Schedule B – Legal Description of the Weston Commons Leasehold Real Property**

**Municipal Address: 33 King Street, Toronto, Ontario**

**PROPERTY IDENTIFIER NO. 10323-0122 (LT)**

PART LOT 15 PLAN 38 YORK; PART LOT 6 CONCESSION 5 WYS YORK, PARTS 9, 26, 33, 34 & 36 PLAN 66R28757; SUBJECT TO AN EASEMENT OVER PART 34 PLAN 66R28757 IN FAVOUR OF PART LOT 6 CONCESSION 5 WYS YORK, PART 13 PLAN 6R28757 & PART LOTS 12, 13, 14, 15 PLAN 38 YORK, PARTS 2,8,10,14,19,20,22&24 PLAN 66R28757 AS IN AT4390065; SUBJECT TO AN EASEMENT AS IN AT5016130; TOGETHER WITH AN EASEMENT OVER PART LOT 6 CONCESSION 5 WYS YORK, PARTS 4,12, 16 & 23 PLAN 66R28757 & PART LOTS 11, 12, 14, 15 PLAN 38 WESTON, PARTS 3,8,15,17,18 & 22 PLAN 66R28757 AS IN AT4390019; CITY OF TORONTO.

## Schedule B-1 – Other Leasehold Real Properties

### **FIRSTLY OTHER LEASEHOLD REAL PROPERTY**

**Municipal Address: 30 Merchant's Wharf, Toronto, Ontario (Artscape Bayside Lofts)**

#### **Legal Description**

Part of PIN 21384-0207 (LT)

Part of Block 3, Plan 66M-2514, being Parts 2 and 3 on 66R-28259, subject to an easement in gross as in AT4529866; subject to an easement as in AT4636476; together with an easement as in AT5279405; subject to an easement as in AT5279406 and together with an easement as in AT5279407; City of Toronto.

PIN 21384-0298 (LT)

Part of Block 3 Plan 66M-2514, Part 25 Plan 66R-30712; subject to an easement as in AT4350573; subject to an easement as in AT4620679; subject to an easement as in AT4661377; together with an easement over parts 3, 4, 5, 8, 9, 11, 14, 16, 18, 19, 20, 23 and 24, 66R-30712 as in AT5279405; subject to an easement in favour of Parts 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 17, 18, 19, 20, 22, 23, 30 and 31, 66R-30712 as in AT5279406; together with an easement over Parts 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 17, 18, 19, 20, 22, 23, 30 and 31 66R-30712 as in AT5279407; together with an easement over Part 2, 66R-30712 as in AT5358220; together with an easement over part of Block 3, Plan 66M-2542, Part 1, Plan 66R-32009 as in AT5920908; City of Toronto.

PIN 21384-0299 (LT)

Part of Block 3 Plan 66M-2514, Part 26 Plan 66R-30712; subject to an easement as in AT4350573; subject to an easement as in AT4620679; subject to an easement as in AT4661377; together with an easement over parts 3, 4, 5, 8, 9, 11, 14, 16, 18, 19, 20, 23 and 24, 66R-30712 as in AT5279405; subject to an easement in favour of parts 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 17, 18, 19, 20, 22, 23, 30 and 31, 66R-30712 as in AT5279406; together with an easement over parts 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 17, 18, 19, 20, 22, 23, 30 and 31 66R-30712 as in AT5279407; together with an easement over Part 2, 66R-30712 as in AT5358220; together with an easement over part of Block 3, plan 66M-2542, Part 1, Plan 66R-32009 as in AT5920908; City of Toronto.

PIN 21384-0300 (LT)

Part of Block 3 Plan 66M-2514, Part 27 Plan 66R-30712; subject to an easement as in AT4350573; subject to an easement as in AT4620679; subject to an easement as in AT4661377; together with an easement over Parts 3, 4, 5, 8, 9, 11, 14, 16, 18, 19, 20, 23 and 24, 66R-30712 as in AT5279405; subject to an easement in favour of parts 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 17, 18, 19, 20, 22, 23, 30 and 31, 66R-30712 as in AT5279406; together with an easement over parts 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 17, 18, 19, 20, 22, 23, 30 and 31 66R-30712 as in AT5279407; together with an easement over Part 2, 66R-30712 as in AT5358220; together with an easement over part of Block 3, Plan 66M-2542, Part 1, Plan 66R-32009 as in AT5920908; City of Toronto.

PIN 21384-0301 (LT)

Part of Block 3 Plan 66M-2514, Part 32 Plan 66R-30712; subject to an easement as in AT4350573; subject to an easement as in AT4620679; subject to an easement as in AT4661377; together with an easement over parts 3, 4, 5, 8, 9, 11, 14, 16, 18, 19, 20, 23 and 24, 66R-30712 as in AT5279405; subject to an easement in favour of parts 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 17, 18, 19, 20, 22, 23, 30 and 31, 66R-30712 as in AT5279406; together with an easement over parts 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 17, 18, 19, 20, 22, 23, 30 and 31 66R-30712 as in

AT5279407; together with an easement over Part 2, 66R-30712 as in aAT5358220; together with an easement over part of Block 3, Plan 66M-2542, Part 1, Plan 66R-32009 as in AT5920908; City of Toronto.

**Lease for the Firstly Other Leasehold Real Property:** Lease agreement made between TAI, as tenant, and City of Toronto, as landlord, dated June 14, 2019, as amended by a partial surrender and lease amending agreement dated November 22, 2022, and further amended by a lease amending agreement dated September 25, 2023

## **SECONDLY OTHER LEASEHOLD REAL PROPERTY**

**Municipal Address: 1313 Queen Street West, Toronto, Ontario (Parkdale Arts & Cultural Centre)**

### **Legal Description**

PIN 21302-0045 (LT)

Part of Lot 1-2 on Plan 382, Parkdale, as in EW1980 (Sixthly); City of Toronto.

### **Lease for the Secondly Other Leasehold Real Property:**

Lease Agreement, made between TAI, as tenant, and City of Toronto, as landlord, dated August 15, 2017, currently on monthly overhold, the landlord having consented and not having provided notice of termination to the tenant under section 35(1) of the Lease.

**Schedule C – Claims to be deleted and expunged from title to the Weston Commons Leasehold Real Property and the Other Leasehold Real Properties**

**WESTON COMMONS LEASEHOLD PROPERTY**

**PROPERTY IDENTIFIER NO. 10323-0122 (LT)**

<b>Item</b>	<b>Instrument Number</b>	<b>Instrument Type</b>
1.	<b>AT4927111</b>	<b>Charge/Mortgage</b> (incorrectly registered against the leasehold parcel register in favour of the City)
2.	<b>AT4927112</b>	<b>Charge/Mortgage</b> (incorrectly registered against the leasehold parcel register in favour of the City)

**Schedule C-1 – Encumbrances registered in the Ontario Personal Property Security Registration System to be released, discharged and expunged from Transferred Assets**

**PPSA Security**

File No. 893846214, Registration No. 20030430 1005 1462 9728 by THE TORONTO-DOMINION BANK

File No. 770402109, Registration No. 20210308 1843 5064 8408 by WELLS FARGO EQUIPMENT FINANCE COMPANY

File No. 772250904, Registration No. 20210506 0941 1590 1313 by FIRSTONTARIO CREDIT UNION LIMITED

File No. 772250958, Registration No. 20210506 0941 1590 1314 by FIRSTONTARIO CREDIT UNION LIMITED

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Weston Commons Leasehold Real Property and the Other Leasehold Real Properties  
(Artscape Bayside Lofts and Parkdale Arts& Cultural Centre)**

**(unaffected by the Vesting Order)**

Permitted Encumbrances is defined as follows in respect of all the Weston Commons Leasehold Real Property and the Other Leasehold Real Property (singularly the Property, collectively “the Properties”):

- (a) any reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown including, without limitation, the reservation of any royalties, mines and minerals in the Crown or in any other person;
- (b) any subdivision agreement, site plan agreement, development agreement, reciprocal agreement, condominium agreement, or any other agreement pertaining to the development;
- (c) all applicable laws, regulations, municipal by-laws, ordinances, official plan, zoning, land use and building restrictions, building codes, fire codes, orders or requirements by governmental or regulatory authorities, including, but not limited to, open permits or files, work orders, court orders, deficiency notices, directives, notices of violation, non-compliance and/or complaint and/or other outstanding matters or matters of non-compliance with the zoning and/or other requirements of any governmental authorities;
- (d) all registered easements, whether for access, support, services or otherwise;
- (e) easement or license or agreement for installation or maintenance of any utility or other service, including, telephone, electricity, gas, sewer, water, ventilation, cable facilities, internet, or master antenna television distribution system;
- (f) unregistered or inchoate liens for unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if issued, the time for payment of same has not yet expired), without any claim or request for any utility holdback(s), provided that appropriate written undertakings to pay all outstanding utility accounts owing with respect to the Property are delivered as necessary (including any amounts owing in connection with any final meter reading(s) taken on or immediately prior to the transfer date, if applicable), as soon as reasonably possible after the completion of this vesting;
- (g) all restrictive covenants and conditions touching or affecting the Properties, including any warning provisions or notice provisions required by any governmental authority pertaining to noise or noise attenuation or environmental matters;
- (h) any encroachment agreement entered into with the municipality or adjacent land owners;
- (i) any lien or right created from time to time by statute or rule of law;
- (j) the rights, liabilities, interests, exceptions and qualification contained in section 44(1) of the Land Titles Act;
- (k) all encumbrances which the Weston Commons Lease are stated to be subject to or bound by pursuant to the terms therein including, but not limited to, all the permitted encumbrances set out in Schedule D to the Weston Commons Lease which have not yet been discharged from title on the day before the Vesting Order; and
- (l) all construction liens resulting from the actions or omissions of ANPHIAH from and after January 1, 2024;

and shall include the following as said Permitted Encumbrances affect a particular Property:

**A. PROPERTY IDENTIFIER NO. 10323-0122 (LT) (Weston Commons Leasehold Real Property)**

Registrations in the Land Registry Office

<b>Item</b>	<b>Instrument Number</b>	<b>Instrument Type</b>
1.	AT1966161	Notice of Lease in favour of Coinamatic Canada Inc.
2.	66R28757	Reference Plan
3.	AT4390021	Notice of Agreement
4.	AT4390064	Notice of Agreement
5.	AT4390065	EASEMENT OVER PART 34 PLAN 66R28757 IN FAVOUR OF PART LOT 6 CONCESSION 5WYS YORK, PART 13 PLAN 6R28757 & PART LOTS 12, 13, 14, 15 PLAN 38 YORK, PARTS 2, 8, 10, 14, 19, 20, 22 & 24 PLAN 66R28757
6.	AT1966161	Notice of Lease (Coinamatic lease)
7.	AT4390083	Application to Annex Restrictive Covenants
8.	AT4390084	Notice of Lease
9.	AT4420802	Notice of Charge of Lease (in favour of the City of Toronto in the amount of 4.4 million dollars)
10.	AT4420803	Notice of General Assignment of Rents (relating to the City of Toronto's leasehold charge)
11.	AT5165138	Notice of Charge of Lease (in favour of VanCity Community Investment Bank in the amount of 1.0 million dollars)
12.	AT5165139	Notice of General Assignment of Rents (relates to the VanCity Community Investment Bank leasehold charge)
13.	AT4804343	Notice of Agreement

<b>Item</b>	<b>Instrument Number</b>	<b>Instrument Type</b>
14.	AT5016130	Easement
15.	AT5165158	Postponement of Charge of Lease (City postponement to VanCity Community Investment Bank charge)
16.	AT5165159	Postponement of Notice of General Assignment of Rents (City postponement to VanCity Community Investment Bank Assignment of Rents)

### **PPSA Security**

File No. 752132826, Registration No. 20190610 1208 1862 1136 by VANCITY COMMUNITY INVESTMENT BANK

### **B. PROPERTY IDENTIFER NO. 21384-0207 (LT) (Firstly Other Leasehold Real Property)**

#### **ARTSCAPE BAYSIDE LOFTS**

<b>Item</b>	<b>Instrument Number</b>	<b>Instrument Type</b>
1.	AT3683820	Certificate (HMQ Ministry of Environment & Climate Change)
2.	AT4529866	Transfer Easement (relates to a telecommunications access easement agreement between City and Beanfield Metroconnect WT Inc.)
3.	AT4636476	Transfer Easement (relates to a telecommunications access easement agreement between City and Rogers Communications Inc.)
4.	AT5164865	Notice of Lease (City of Toronto and TAI)
5.	AT5165713	Notice of Charge of Lease (TAI in favour of Van City Community Investment Bank in the amount of 6.2 million dollars)



<b>Item</b>	<b>Instrument Number</b>	<b>Instrument Type</b>
17.	AT5165714	Notice of Assignment of Rents -- General (in favour of VanCity Community Investment Bank)
18.	AT5166075	Notice of Charge of Lease (in favour of VanCity Community Investment Bank)
19.	AT5507184	Notice of Agreement between TAI and VanCity Community Investment Bank (ref: leasehold mortgage)
20.	AT5417247	Notice of Agreement between TSCC 2768, Aquavista Bayside Toronto Inc., and City of Toronto (Shared Facilities Agreement)
21.	AT5417285	Notice of Agreement between TSCC 2768, Aquavista Bayside Toronto Inc., City of Toronto, and Hines Canada Management II ULC (Shared Westerly Roadway Agreement)

### **PPSA Security**

File No. 752392395, Registration No. 20190617 1534 1862 1673 by VANCITY COMMUNITY INVESTMENT BANK

### **C. PROPERTY IDENTIFER NO. 21384-0298 (LT) (Firstly Other Leasehold Real Property)**

<b>Item</b>	<b>Instrument Number</b>	<b>Instrument Type</b>
1.	AT3683820	Certificate (HMQ Ministry of Environment & Climate Change)
2.	AT4070081	Notice of Agreement (Toronto Waterfront Revitalization Corporation)

<b>Item</b>	<b>Instrument Number</b>	<b>Instrument Type</b>
3.	AT5164685	Notice of Lease (City in favour of TAI)
4.	AT5165713	Notice of Charge of Lease (TAI in favour of Van City Community Investment Bank in the amount of 6.2 million dollars)
5.	AT5165714	Notice of Assignment of Rents – General (in favour of VanCity Community Investment Bank)
6.	AT5166075	Notice of Charge of Lease (TAI in favour of City of Toronto in the amount of 19 million dollars)
7.	AT5507184	Notice (Agreement between TAI and VanCity Community Investment Bank with respect to leasehold mortgage)

### **PPSA Security**

File No. 752392395, Registration No. 20190617 1534 1862 1673 by VANCITY COMMUNITY INVESTMENT BANK

### **D. PROPERTY IDENTIFER NO. 21384-0299 (LT) (Firstly Other Leasehold Real Property)**

<b>Item</b>	<b>Instrument Number</b>	<b>Instrument Type</b>
1.	AT3683820	Certificate (HMQ Ministry of Environment & Climate Change)
2.	AT4070081	Notice (Toronto Waterfront Revitalization Corporation)
3.	AT5164685	Notice of Lease (TAI/City of Toronto Lease)
4.	AT5165713	Notice of Charge of Lease (TAI in favour of Van City Community Investment Bank in the amount of 6.2 million dollars)

<b>Item</b>	<b>Instrument Number</b>	<b>Instrument Type</b>
5.	AT5165714	Notice of Assignment of Rents – General (in favour of VanCity Community Investment Bank)
6.	AT5166075	Notice of Charge of Lease (TAI in favour of City of Toronto in the amount of 19 million dollars)
7.	AT5507184	Notice (Agreement between TAI and VanCity Community Investment Bank ref: leasehold mortgage)

### **PPSA Security**

File No. 752392395, Registration No. 20190617 1534 1862 1673 by VANCITY COMMUNITY INVESTMENT BANK

### **E. PROPERTY IDENTIFER NO. 21384-0300 (LT) (Firstly Other Leasehold Real Property)**

<b>Item</b>	<b>Instrument Number</b>	<b>Instrument Type</b>
1.	AT3683820	Certificate (HMQ Ministry of Environment Energy & Climate Change)
2.	AT4070081	Notice (Toronto Waterfront Revitalization Corporation)
3.	AT5164685	Notice of Lease (City of Toronto in favour of TAI)
4.	AT5165713	Notice of Charge of Lease (TAI in favour of Van City Community Investment Bank in the amount of 6.2 million dollars)
5.	AT5165714	Notice of Assignment of Rents – General (in favour of VanCity Community Investment Bank)
6.	AT5166075	Notice of Charge of Lease (TAI in favour of City of Toronto in the amount of 19 million dollars)

<b>Item</b>	<b>Instrument Number</b>	<b>Instrument Type</b>
7.	AT5507184	Notice (Agreement between TAI and VanCity Community Investment Bank ref: leasehold mortgage)

### **PPSA Security**

File No. 752392395, Registration No. 20190617 1534 1862 1673 by VANCITY COMMUNITY INVESTMENT BANK

### **E. PROPERTY IDENTIFER NO. 21384-0301 (LT) (Firstly Other Leasehold Real Property)**

<b>Item</b>	<b>Instrument Number</b>	<b>Instrument Type</b>
1.	AT3683820	Certificate (HMQ Ministry of Environment and Climate Change)
2.	AT40070081	Notice (Toronto Waterfront Revitalization Corporation)
3.	AT5164685	Notice of Lease (City of Toronto in favour of TAI)
4.	AT5165713	Notice of Charge of Lease (TAI in favour of Van City Community Investment Bank in the amount of 6.2 million dollars)
5.	AT5165714	Notice of Assignment of Rents – General (in favour of VanCity Community Investment Bank)
6.	AT5166075	Notice of Charge of Lease (TAI in favour of City of Toronto in the amount of 19 million dollars)
7.	AT5507184	Notice (Agreement between VanCity Community Investment Bank and TAI ref: leasehold mortgage)

### **PPSA Security**

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**G. PROPERTY IDENTIFIER NO. 21302-0045 (LT) (Secondly Other Leasehold Real Property)**

**PARKDALE ARTS AND CULTURAL CENTRE**

<b>Item</b>	<b>Instrument Number</b>	<b>Instrument Type</b>
1.	EW1980	Bylaw

THE TORONTO-DOMINION BANK  
Applicant

v.

TORONTO ARTSCAPE INC  
Respondent

Court File No. CV-23-00711609-00CL

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

Proceedings commenced at Toronto

**APPROVAL AND VESTING ORDER  
(ANPHIAH Order)**

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