Court File No. CV-18-608271-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

GARY STEVENS, LINDA STEVENS and 1174365 ALBERTA LTD.

Applicants

-and-

SANDY HUTCHENS, also known as SANDY CRAIG HUTCHENS, also known as S. CRAIG HUTCHENS, also known as CRAIG HUTCHENS, also known as MOISHE ALEXANDER BEN AVROHOM, also known as MOISHE ALEXANDER BEN AVRAHAM, also known as MOSHE ALEXANDER BEN AVROHOM, also known as FRED HAYES, also known as FRED MERCHANT, also known as ALEXANDER MACDONALD, also known as MATHEW KOVCE, also known as ED RYAN, and TANYA HUTCHENS, also known as TATIANA HUTCHENS, also known as TATIANA BRIK, also known as TANYA BRIK-HUTCHENS

Respondents

FIRST REPORT OF THE RECEIVER
(VOLUME 2 of 2)

March 15, 2019

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171 John Street
Suite 1800
Toronto ON M5T 1X3

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Lawyers for Tanya Hutchens

AND TO: **MOLDAVER BARRISTERS**
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AND TO: **FLETT BECCARIO**
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Harlem Algonquin LLC,

James T. Medick

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Lawyers for JBD Hutchens Family Holdings Inc. aka JBD Hutchens Family Holdings Inc.,

29 Laren Street Inc.,

3415 Errington Avenue Inc.,

367-369 Howey Drive Inc.,

3419 Errington Avenue Inc.,

17 Serpentine Street Inc.,

720 Cambrian Heights Inc.,

331 Regent Street Inc.,

789 Lawson Street Inc.,

110-114 Pine Street Inc.,

15-16 Keziah Court Inc.,

193 Mountain Street Inc.,

625 Ash Street Inc. and

364 Morris Street Inc.

146 Whittaker Street Inc.

LIST OF APPENDICES

1 Order of Justice Penny dated February 28, 2019

2 U.S. District Court for the Eastern District of Pennsylvania Order for default judgment entered on October 11, 2018

3 U.S. District Court for the Eastern District of Pennsylvania Order for default judgment entered on December 19, 2018

4 Amended Federal Complaint dated March 15, 2018

5 Colorado District Court judgment dated July 16, 2018

6 Pleadings in the Colorado Enforcement Action

7 Letter from counsel for the Colorado plaintiffs dated January 31, 2019

8 Table of known real estate dispositions made by the Companies between 2008 and 2018

9 Table summarizing the estimated values, mortgage charges, estimated equity and CPLs

10 Table listing the addresses and estimated value of each Additional Property

11 Interim Receiver's letter to counsel for the Applicants, dated March 6, 2019

12 Applicants' letter to the Interim Receiver, dated March 12, 2019

13 Interim Receiver's letter to Sandy Hutchens, dated March 6, 2019

14 Email response from Sandy Hutchens' counsel regarding scheduling conflicts, dated March 8, 2019

15 Email response from Sandy Hutchens' counsel regarding information and document request, dated March 8, 2019

16 Email response from Tanya Hutchens' counsel regarding March 6 inquiries, dated March 11, 2019

17 Email exchange of March 12, 2019 between Tanya Hutchens' counsel and the Interim Receiver

18 Email from Tanya Hutchens' counsel with attachments, dated March 13, 2019

19 Interim Receiver's letter to Tanya Hutchens' counsel, dated March 13, 2019

20 Email from Tanya Hutchens' counsel to the Interim Receiver, dated March 14, 2019

21 Interim Receiver's letter to the Companies, dated March 6, 2019

22 Email response of the Companies' counsel to the Interim Receiver, dated March 11, 2019

23 Interim Receiver's letter to counsel for the plaintiffs in the Colorado Enforcement Action, dated March 6, 2019

24 Cover letter from the Colorado plaintiffs to the Interim Receiver (without attachments), dated March 12, 2019

25 Letter from the Interim Receiver to Murray Posner, dated March 6, 2019

26 Letter from the Interim Receiver to counsel for Adroit Advocates, LLC, dated March 6, 2019

27 Letter from the Interim Receiver to KEB Hanna Bank, dated March 11, 2019

28 Letter from the Interim Receiver to Meridian Credit Union, dated March 11, 2019

29 Letter from the Interim Receiver to Buduchnist Credit Union, dated March 11, 2019

30 Purview (Teranet) broker report for 193 Mountain Street, Sudbury, Ontario

31 Email correspondence between Tanya Hutchens' lawyer to a lawyer the Receiver infers to have acted for Bank of Montreal with respect to the Laren Property, dated November 6, 2015

APPENDIX 18

Email from Tanya Hutchens' counsel with attachments, dated March 13, 2019

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Amanda Binelli

From: Gary Caplan <GCaplan@mcr.law>
Sent: Wednesday, March 13, 2019 2:35 PM
To: 'justin@necpal.com'; 'tliu@naymarklaw.com'; 'dnaymark@naymarklaw.com'; 'Sachdeva, Bobby'; 'jzibarras@millerthomson.com'; 'psmith@dmlaw.ca'
Attachments: Hutchens- early reporting letters etc_.pdf

More..

Gary M. Caplan, LL.B. LL.M
Barrister, Certified Mediator, Chartered Arbitrator
Certified Specialist in Civil Litigation
Tel: (416) 596-7796 | Fax: (855) 880-6271 | gcaplan@mcr.law

MCR | MASON CAPLAN ROTI LLP

350 Bay Street, Suite 600
Toronto, Ontario M5H 2S6
www.mcr.law

The information contained in this electronic message is legally privileged and confidential information that is exempt from disclosure under applicable law and is intended only for the use of the individual or entity to which it is addressed. If you have received this communication in error, please notify me immediately by replying to this email or by telephone at 416-596-7690. Thank you.

7675 268

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

April 2, 2007

BY REGISTERED MAIL

1679131 ONTARIO LIMITED
1171 Topsail Road
Mount Pearl, Newfoundland
AIN 5G2

Attention: Mr. Anthony Kenny

Dear Sirs:

Re: 1679131 ONTARIO LIMITED SECOND MTG LOAN TO THE ESTATE OF JUDITH ANNE HUTCHENS - 42 CLEMOW, SUDBURY

I am pleased to submit herewith my report in connection with the above-noted mortgage transaction.

THE TRANSACTION

The transaction wherein you advanced the sum of $ 15,625.00 and obtained credits for $6,375.00, on the security of a SECOND mortgage on the above-noted property was completed on April 2, 2007, in accordance with the terms of a commitment communicated by you prior to that date.

THE SECURITY

The property which is the security for the mortgage, is known municipally as 42 CLEMOW, SUDBURY .

TITLE

Title to the property is in the name of SANDY HUTCHENS, TRUSTEE OF THE ESTATE OF JUDITH ANNE HUTCHENS and the mortgage was given in favour of: 1679131 ONTARIO LIMITED. At the same time a Notice of Assignment of Rents – General was also registered which mortgage and Assignment of Rents were registered electronically in the Land Registry Office for the Registry Division of Sudbury on April 2, 2007 as Instrument Nos SD75320

and SD75322 respectively.

In accordance with the commitment, title insurance has been placed to protect your interest.

PRIOR MORTGAGES

On the closing of the transaction, the property was subject to a Mortgage with the following terms and provisions:

a)	Principal Balance	-	$100,000.00
b)	Interest Rate	-	10.0% per annum
c)	Maturity Date	-	October l3, 2007
d)	Repayment Schedule	-	As per mortgage document
e)	Privileges, if any	-	Open at any time upon the payment of 3 months interest by way of bonus.
f)	Name and address of Mortgagee	-	Ronald Henderson 1634 Madison, Sudbury, Ontario P3A 2P2

TERMS OF THE MORTGAGE

The mortgage given to you on closing contains the following terms and provisions, including your Standard Provisions:

a)	Principal Balance	-	$22,000.00
b)	Interest Rate	-	15%
c(	Maturity Date	-	October 1, 2007
d)	Repayment Schedule-	-	$275.00 on the 1st day of each month commencing April 1/07
e)	Privileges, if any	-	As per mortgage document and Standard Charge Terms
f)	Name and address of mortgagor	-	SANDY HUTCHENS, trustee for the Estate of Judith Anne Hutchens 47 PICO CRESCENT, THORNHILL, ONT.
g)	Guarantors:	-	Sandy Hutchens and Canadian Funding Corporation

REALTY TAXES

Realty Taxes for the 2006 year were $1,143.83 and all instalments owing to date have been paid.

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INSURANCE

The property is covered by policy number ACEL 501198023 with ING Insurance Company of Canada In the amount of $85,000.00. I have advised the Insurance Company of your interest as mortgagee and have requested an up-to-date certified copy of the policy to be forwarded directly to you.

MISCELLANEOUS

The property which is the subject matter of the mortgage transaction was purchased for $60,000.00 in 2005.

Originally, I sent you a Form I8A to be signed by you, indicating that the property had been purchased for $60,000.00 in 2005 under distress circumstances. I advised you that work was done to the property and that the letter of opinion (which was enclosed with the Form 18A) indicated that the property was now worth $150,000.00. I further advised you that I could not guarantee any of the figures involved and you confirmed that you would be advancing funds, if Sandy Craig Hutchens and Canadian Funding Corporation were guarantors to the mortgage and I confirm that these guarantors are now included in the mortgage document.

I have advised the prior mortgagee of your interest in the property and have requested that you be advised in the event that the prior mortgage is ever permitted to fall into arrears.

I have advised the Treasury Department of the appropriate municipality of your interest in the property and have requested that you be advised in the event that realty taxes are ever permitted to fall into arrears.

ENCLOSURES:

Enclosed herewith find the following:

1. Duplicate Registered Charge and Standard Charge Terms
2. 7 Post-dated cheques, commencing April 1/07, each in the amount of $275.00.
3. Copy of Declaration of Possession
4. Copy of Direction re: Funds
5. Copy of General Assignment of Rents
6. Duplicate Registered Assignment of Rents - General
7. Copy of Hazardous Materials Warranty
8. Copy of Insurance Binder
9. Copy of Title Insurance
10. Copy of Construction Lien Declaration

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11. Copy of Independent legal advice for Sandy Hutchens and Canadian Funding Corporation.
12. Acknowledgement and Covenant
13. My general cheque for $44.35 representing interest on the Hosein mortgage from Feb. 23/07 to March 1/07.

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. If you have any questions with respect to any detail of the transaction, please feel free to contact the undersigned.

Yours very truly,

Michael Spiro

MS:fb
Encs.

MICHAEL SPIRO, M.A.. LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET, SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

In account with

ESTATE OF JUDITH HUTCHENS
47 Pico Crescent
Thornhill, Ontario
L4J 8P4

GST No. 11539 9008 RT

Re: 1679131 ONTARIO LIMITED SECOND MTG LOAN TO ESTATE OF JUDITH ANNE HUTCHENS
42 CLEMOW, SUDBURY, ONTARIO

STATEMENT OF MORTGAGE ADVANCE

		$ 15,625.00
Received from Lender		
Paid to Michael Spiro	**$ 1,644.41**	
(my account set out below)		
Paid to Estate of Judith Anne Hutchens	**$ 13,980.59**	
TRUST TOTALS	**$ 15,625.00**	**$ 15,625.00**

TO MY FEE with respect to all matters relating to the mortgage transaction	**$ 1,000.00**

DISBURSEMENTS:

Paid for searches, sub-searches	**96.96**
Paid for execution certificates	**56.72**
Paid for registrations	**141.20**
Paid for photocopies and fax	**20.00**
Paid for long distance calls	**7.00**
Paid for miscellaneous items	**20.00**
Paid miscellaneous disbursements on file 7407	**34.44**
Paid interest to 1679131 ONTARIO LIMITED on File 7667	**44.35**
Paid Title Insurance	**160.92**
GST on fees and applicable disbursements	**62.82**
TOTAL	**$ 1,644.41**

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BALANCE BROUGHT FORWARD	$ 1,644.41
RECEIVED TRANSFER FROM TRUST ACCOUNT	$ 1,644.41
BALANCE	NIL

THIS IS MY ACCOUNT HEREIN
April 2, 2007

MICHAEL SPIRO

E.&.0.E.

7675

274

ESTATE OF MR. JUDITHANNE HUTCHENS

732

DATE 11 07 2008
D D M M Y Y Y Y

PAY TO THE ORDER OF Solro In Trust $ 23,000.00

Canada Trust Thousand Dollars 00/100 DOLLARS

Security features included. Details on back.

Canada Trust
100 Steeles Avenue West, Unit #1
Thornhill, Ontario L4J 7Y1

TD Canada Trust

CERTIFIED CHEQUE

DO NOT DESTROY

MEMO Pay off 2nd Mtg Kenny
42 Clemow

⑈732⑈ ⑆05312⑉004 8381 3233493

3886

MICHAEL SPIRO
BARRISTER & SOLICITOR
3625 DUFFERIN ST., SUITE 207
TORONTO, ONTARIO M3K 1Z2

DATE 15 07 2008
D D M M Y Y Y Y

PAY to the order of 1679131 Ontario Limited

$ 23,000.00

Twenty-Three Thousand XX/100 DOLLARS

Security features included.

BMO Bank of Montreal
BATHURST & FRONTENAC
2953 BATHURST ST. TEL: (416) 789-7915
TORONTO, ONT. M6B 3B2

RE DISCHARGE MORTGAGE ON 42 CLEMOW AVE., SUDBURY

MICHAEL SPIRO
TRUST ACCOUNT

PER

⑈003886⑈ ⑆04242⑈001⑆ 1020⑈406⑈

7529 276

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

March 7, 2007

Canadian Funding Corporation
Mr. Sandy Hutchens
1681071 Ontario Inc.
47 Pico Crescent
Thornhill, Ontario
L4J 8P4

Dear Sirs:

Re: 1681071 ONTARIO INC. PURCHASE FROM HAWKINS – EIGHT SUDBURY PROPERTIES LISTED BELOW

I am pleased to submit herewith my report in connection with the above-noted transaction.

THE TRANSACTION

The transaction wherein you paid $125,000.00, for the purchase of each of the eight properties, (in total $1,000,000.00), was completed on February 23, 2006, in accordance with the terms of an arrangement entered into with Hawkins, on the following properties, municipally known as:

1. 299 College Street, Sudbury
2. 228 College Street, Sudbury
3. 24 Bloor Street, Sudbury
4. 32 Bloor Street, Sudbury
5. 1282 Howey Drive, Sudbury
6. 35 Front Street, Sudbury
7. 435 Clinton Avenue, Sudbury
8. 40 Clemow Avenue, Sudbury

TITLE

Title to the eight properties is in the name of 1681071 ONTARIO INC. and the first mortgage was assumed by you, in favour of Credit Union Central of Ontario Limited. The second mortgage, was also assumed by you in favour of Audrey Hoskins

The Transfers for the properties were registered on title on February 23, 2006 as follows:

299 College Street, Sudbury	Registered as No.	SD42030
228 College Street, Sudbury	" " "	SD42034
24 Bloor Street, Sudbury	" " "	SD42032
32 Bloor Street, Sudbury	" " "	SD42033
1282 Howey Drive, Sudbury	" " "	SD42026
35 Front Street, Sudbury	" " "	SD42935
435 Clinton Avenue, Sudbury	" " "	SD42037
40 Clemow Avenue, Sudbury	" " "	SD42027

All of the Transfers were prepared by the undersigned as Hawkins' lawyer wanted limited involvement on the file.

TITLE MATTERS

These properties were purchased by you from the Hawkins' principals and various companies, owned by them, due to the fact that they and their companies could not pay the monthly instalments owing to the first mortgagee, Credit Union Central of Ontario Limited, and the second mortgagee, Audrey Hoskins. Therefore, you assumed the responsibility, on the purchase of the aforementioned properties, to pay the first and second mortgage instalments as and when they fall due.

In order to purchase these properties you entered into an agreement with the first mortgagee on title, Credit Union Central of Ontario Limited, to assume its mortgage and all documentation to give effect to this matter was executed by you.

The undersigned received your instructions to close the transaction as quickly as possible without full searches of title, and without obtaining title insurance or tax certificates. Specifically, I brought two situations to your attention and received your instructions to close on all the properties, despite the following:

1) Execution against 939647 Ontario Inc. (40 Clemow Avenue, Sudbury) by the Ministry of Finance (Ontario) for $2,142,45 together with interest at 8% per annum from February 16, 2006.

2) Registration of a security interest for $1,000.00 from Union Energy Inc. for the installation of a high efficiency furnace at 228 College Street.

PRIOR MORTGAGES

On the closing of the transaction, the property was subject to a first Mortgage, which you have now assumed, with the following terms and provisions:

a)	**Principal Balance**	-	**$868,976.01**
b)	**Interest Rate**	-	**CUCO prime + 1% - floating**
c)	**Repayment Schedule**	-	**On the 25th day of**

			each month, calculated from January 25, 2006 for principal and Interest, until maturity on February 25, 2007.
f)	**Name and address of Mortgagee**	**-**	**Credit Union Central of Ontario 2810 Matheson Boulevard East, Mississauga, Ontario L4W 4X7**

The final form of documents was a long drawn out affair with the first mortgagee not being entirely satisfied until the Fall of 2006.

TERMS OF THE SECOND MORTGAGE

The second mortgage assumed and amended on closing contains the following terms and provisions, including your Standard Provisions:

a)	**Principal Balance**	**-**	**$150,000.00**
b)	**Interest Rate**	**-**	**10%**
c(	**Maturity Date**	**-**	**February 25, 2007**
d)	**Repayment Schedule**	**-**	**$1,250.00 per month, interest only**
e)	**Privileges, if any**	**-**	**Open upon the payment of three months interest by way of bonus.**
f)	**Name and address of mortgagee**	**-**	**Audrey Hoskins 40 Swastika Trail Cambridge, Ontario NOC 2V6**

GUARANTORS

Guarantors to the first and second mortgages are: Canadian Funding Corporation and Craig Hutchens.

REALTY TAXES

You paid the Realty Taxes outstanding in the amount of $20,000.00 on all of the eight properties. The actual amount of realty taxes outstanding was $19,932.44 and the over-payment of $67.56 was paid towards the taxes on 24 Bloor Street, Sudbury.

PPSA REGISTRATIONS

PPSA registrations were filed as further security on the first mortgage in favour of Credit Union Central of Ontario Limited. Also, a PPSA registration was filed in favour of Audrey Hoskins, second mortgagee.

INSURANCE

The properties are covered by policy number GM33811 with Genmark Insurance Services Inc. In the amount of $1,222,500.00 which was arranged by you and a copy of which you forwarded to the Credit Union by your letter dated April 26, 2006.

MISCELLANEOUS

I have advised the Treasury Department of the City of Greater Sudbury that you are now the registered owner of the above noted properties and to forward all future tax accounts and assessment notices to you directly.

ENCLOSURES:

Enclosed herewith find the following:

1. Copy of Undertaking re: future sales of the properties, which Undertaking went through several re-drafts until the first mortgagee was satisfied.
2. Copy of General Security Agreement – first mortgage.
3. Copy of Postponement and Subordination of all shareholder and related party loans.
4. Assignment of Insurance Policies
5. Assignment of Life Insurance Policies of Roger Hawkins and Edward Hawkins
6. Agreement to Assume Loan Indebtedness – first mortgage.
7. Unlimited Guarantee and Postponement of Claim
8. General Security Agreement – second mortgage
9. Copy of Insurance Binder
10. Copy of Agreement to Assume Loan Indebtedness – second mortgage
11. Copy of Agreement to Assume Loan Indebtedness – first mortgage
12. Copies of 8 Transfers.

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. If you have any questions with respect to any detail of the transaction, please feel free to contact the undersigned.

Yours very truly,

Michael Spiro

MS:fb
Encs.

MICHAEL SPIRO, M.A.. LL.B.

BARRISTER AND SOLICITOR

In account with

3625 DUFFERIN STREET, SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

Canadian Funding Corporation
Mr. Sandy Hutchens
1681071 Ontario Inc.
47 Pico Crescent
Thornhill, Ontario
L4J 8P4

GST No. 11539 9008 RT

Re: 1681071 ONTARIO INC. PURCHASE FROM HAWKINS – EIGHT SUDBURY PROPERTIES

STATEMENT OF MORTGAGE ADVANCE

Received deposit from 1681071 Ontario Inc.		**$8,700.00**
Paid to Michael Spiro (part of my account set out below)	**$8,700.00**	
TRUST TOTALS	**$8,700.00**	**$8,700.00**

TO MY FEE HEREIN with respect to all matters related to the preparation and registration of eight Transfers, including all necessary correspondence and calls to and from Hawkin's lawyer.	**$2,400.00**
TO MY FEE HEREIN with respect to all matters related to the assumption of the first mortgage.	**$1,750.00**
TO MY FEE HEREIN with respect to all matters related to the assumption of the second mortgage.	**$1,100.00**
TO MY FEE HEREIN with respect to the sale of shares in 1681071 Ontario Inc. to Craig and Carter which transaction was aborted.	**$ 500.00**

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BALANCE CARRIED FORWARD	**$5,750.00**
DISBURSEMENTS:	
Paid Land Transfer Tax	$7,800.00
Paid to register 8 Transfers (incl. $5.60 GST)	565.60
Paid for eight parcel searches (incl. $13.02 GST)	277.02
Paid for execution searches (incl. $1.68 GST)	113.68
Paid for copies of documents (incl. .21 cents GST)	9.21
Paid for courier deliveries (incl. $3.81 GST)	58.19
Paid for PPSA registration including conveyancer's fee	71.00
Paid for photocopies	50.00
Paid for long distance calls	15.00
Paid for miscellaneous items	20.00
GST on fees and applicable disbursements	353.10
	$15,082.80
TOTAL	$ 8,700.00
RECEIVED TRANSFER FROM TRUST ACCOUNT	$ 6,382.80
BALANCE DUE AND PAYABLE TO MICHAEL SPIRO	

THIS IS MY ACCOUNT HEREIN
March 7, 2007

MICHAEL SPIRO

E.&.O.E.

7429

282

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

May 25, 2006

Estate of Judith Anne Hutchens
47 Pico Crescent
Thornhill, Ontario
L4J 8P4

Dear Sir:

Re: GATER SECOND MORTGAGE LOAN TO ESTATE OF JUDITH ANNE HUTCHENS
42 CLEMOW AVENUE, SUDBURY, ONTARIO

I am pleased to submit herewith my report in connection with the above-noted mortgage transaction.

THE TRANSACTION

The transaction wherein Jane Elizabeth Gater advanced the sum of $ 30,000.00 on the security of a second mortgage on the above-noted property was completed on May 19, 2006 in accordance with the terms of an agreement you made with the mortgagee, prior to that date.

The second mortgage registered on title in favour of Sandy Hutchens for $60,000.00 was postponed in favour of Jane Elizabeth Gater, for the mortgage advance of $30,000.00. Sandy Hutchens had forwarded to Jane Elizabeth Gater (care of Randy Guzar), a cheque in the amount of $30,000.00 to pay down the $40,000.00 mortgage. Accordingly, the first mortgage balance is now $10,000.00.

THE SECURITY

The property which is the security for the mortgage, is known municipally as 42 CLEMOW AVENUE, SUDBURY, ONTARIO.

TITLE

Title to the property is in the name of the ESTATE OF JUDITH ANNE HUTCHENS and the mortgage was given in favour of: JANE ELIZABETH GATER, which mortgage was registered electronically in the Land Registry Office for the Registry Division of SUDBURY on May 19, 2006 as

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Instrument No. 48304.

In accordance with the understandings, title insurance has been placed to protect the interest of the mortgagee.

TERMS OF THE MORTGAGE

The mortgage given by you on closing contains the following terms and provisions, including the Standard Provisions, as per the existing Gater first mortgage.

a)	Principal Balance	- $30,000.00
b)	Interest Rate	- 10%
c(	Maturity Date	- November 28, 2006
d)	Repayment Schedule	- $250.00, interest only monthly
e)	Payment date:	- 28th day of each and every month, commencing June 28, 2006.
f)	Name and address of mortgagee	- Jane Elizabeth Gater 31 McNab Drive, Grimsby, Ont. L3N 2Y7

REALTY TAXES

Realty Taxes for the current year have been paid.

MISCELLANEOUS.

The property which is the subject matter of the mortgage transaction was purchased for $60,000.00 on December 6, 2005.

ENCLOSURES:

Enclosed herewith find the following:

1. Duplicate Registered Charge and Standard Charge Terms
2. Copy of Title Insurance
3. Copy of my account (previously provided

MICHAEL SPIRO, M.A., LL.B.
BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
Fax: (416) 633-2229

ACCOUNT WITH

ESTATE OF JUDITH ANNE HUTCHENS
47 Pico Crescent
Thornhill, Ontario
L4J 8P4

GST Business No. 11539 9008 RT

Re: ESTATE OF JUDITH ANNE HUTCHENS SECOND MORTGAGE
LOAN FROM JANE GATER – 42 CLEMOW, SUDBURY

TRUST STATEMENT

		$30,000.00
Received from Mortgagee		
Paid interest to mortgagee – May 19, 2006	$ 82.19	
Paid to Estate of Judith Anne Hutchens	$29,055.80	
Paid to Michael Spiro re: Legal Account below.	$ 862.01	
	$30,000.00	$30,000.00

To receiving instructions.

To all necessary telephone conversations with Sandy Hutchens.

To sending letter to Randy Guzar re: Return of Funds.

To preparation of new second mortgage

To preparation of Postponement of Hutchens' Estate Mortgage.

To preparation of all relevant documentation pertaining to this transaction.

To attendance upon you for execution of all documentation.

To reporting to mortgagee.

TO I. FEE HEREIN	$ 400.00

DISBURSEMENTS:

Paid to subsearch	$ 58.80
Paid for executions	$ 56.84
Paid to register Mortgage and Postponement	$ 141.40
Paid for long distance calls and photocopies	$ 15.00
Paid Title Insurance	$ 160.92
Paid GST on Fees and Disbursements	$ 29.05
TOTAL	$ 862.01
Received from trust	$ 862.01
BALANCE	NIL

This is my Account herein
May 19, 2006

E.&.O.E.

Michael Spiro

286

7728

September 7, 2007

Lapell Management Services Inc.
46 Gloucester Grove
Toronto, Ontario
M6C 2A1

Dear Sirs:

Re: LAPELL MANAGEMENT SERVICES INC.
1st Mortgage Loan to 146 WHITTAKER STREET INC.
146 Whittaker Street, Sudbury

I am pleased to submit herewith my report in connection with the above-noted mortgage transaction.

THE TRANSACTION

The transaction wherein you advanced the sum of $140,000.00 on the security of a first mortgage on the above-noted property was completed on July 9, 2007.

THE SECURITY

The property which is the security for the mortgage, is known municipally as 146 Whittaker Street, Sudbury.

TITLE

Title to the property is in the name of 146 Whittaker Street Inc. and the mortgage was given in favour of Lapell Management Services Inc., which mortgage was registered electronically in the Land Registry Office for the Registry Division of Sudbury on July 9, 2007, as Instrument No. SD84168. The mortgage was additionally secured by a General Assignment of Rents, notice of which was also registered on July 9, 2007, as Instrument No. SD84169.

Title insurance has been placed to protect your interest.

TERMS OF THE MORTGAGE

The mortgage given to you on closing contains the following terms and provisions

PRINCIPAL AMOUNT:	$140,000.00
INTEREST RATE:	10% per annum, calculated monthly, not in advance
MATURITY DATE:	June 15, 2008
REPAYMENT SCHEDULE:	$1,166.67 (interest only), payable on the 15th day of each month, commencing July 15, 2007. In addition, the mortgagor gave an undertaking to pay to Lapell Management Services Inc. monthly, one-twelfth of the estimated annual property taxes, currently calculated at $150.00 per month
PRIVILEGES:	Please refer to the "Additional Provisions" pages forming part of the Charge/Mortgage. Briefly, the mortgagor has the privilege of prepaying the whole or any part of the principal sum on any payment date upon payment of three months' interest bonus, whether or not the mortgagor is in default.
GUARANTORS:	Sandy Craig Hutchens, Tanya Hutchens, Canadian Funding Corporation, and Estate of Judith Anne Hutchens
MORTGAGOR:	146 Whittaker Street Inc. 47 Pico Crescent, Thornhill, Ontario, L4J 8P4

REALTY TAXES

Realty taxes for the current year are $1,779.15 and all instalments owing to date have been paid.

As noted above, the mortgagor gave an undertaking to pay to Lapell Management Services Inc. monthly one-twelfth of the estimated annual property taxes ($150.00 per month), which payments are to be remitted by Lapell Management to the City of Sudbury on or before any tax instalment due dates.

INSURANCE

The property is insured and a copy of the policy showing your interest as first mortgagee will follow.

MISCELLANEOUS

The property which is the subject matter of the mortgage transaction, was purchased by the mortgagor on the same day for $200,000.00.

I have advised the Treasury Department of the appropriate municipality of your interest in the property and have requested that you be advised in the event that realty taxes are ever permitted to fall into arrears.

ENCLOSURES:

Enclosed herewith find the following:

1. Charge registered on July 9, 2007, as Instrument No. SD84168, together with Acknowledgement and Direction re. electronic registration;
2. Standard Charge Terms No. 200033;
3. Certificate of Independent Legal Advice for each Guarantor;
4. General Assignment of Rents;
5. Notice of Assignment of Rents, registered on July 9, 2007, as Instrument No. SD84169, together with Acknowledgement and Direction re. electronic registration;
6. Direction re. funds;
7. Construction Lien Statement;
8. Hazardous Materials Warranty;
9. Certificate of Incumbency;
10. Mortgagor's undertaking to pay to Lapell Management Services monthly, one-twelfth of estimated annual property taxes;
11. Mortgagor's solicitors' corporate opinion.

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. If you have any questions with respect to any detail of the transaction, please feel free to contact the undersigned.

Yours very truly,

Michael Spiro

MS/cb
Encl.

146 Whittaker Street Inc.
47 Pico Crescent
Thornhill, Ontario
L4J 8P4

Re: LAPELL MANAGEMENT SERVICES INC.
1st Mortgage Loan to 146 WHITTAKER STREET INC.
146 Whittaker Street, Sudbury

STATEMENT OF MORTGAGE ADVANCE:

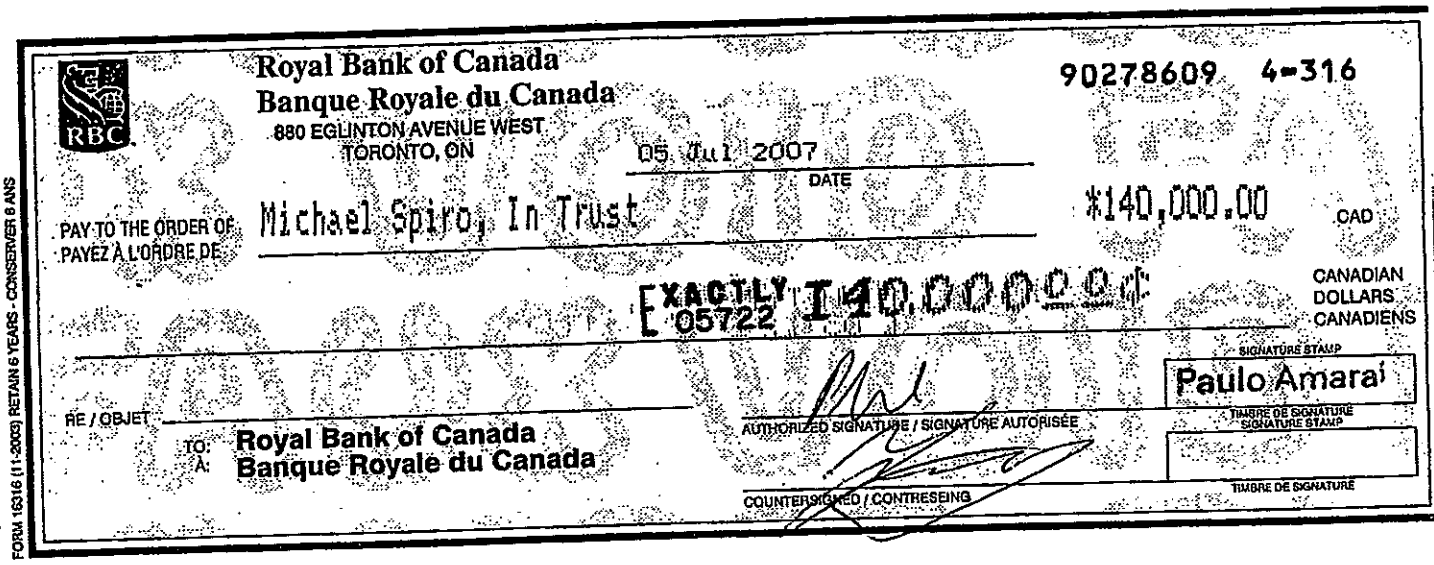
RECEIVED proceeds of first mortgage advance from Lapell Management Services Inc.		$140,000.00
PAID lender's fee to Lapell Management Services	$ 3,150.00	
PAID to Arseneau Poulson, In Trust	135,366.00	
PAID to Michael Spiro (my account set out below)	1,484.00	
TRUST TOTALS	$140,000.00	$140,000.00

TO MY FEE with respect to all matters relating to the mortgage transaction	$1,226.79
DISBURSEMENTS:	
Paid to register Charge/Mortgage (including 60¢ GST)	70.60
Paid to register Notice of Assignment of Rents (including 60¢ GST)	70.60
Paid for photocopies and fax	20.00
Paid for miscellaneous items	20.00
GST on Fees and applicable Disbursements	76.01
TOTAL Fees, Disbursements and GST	$1,484.00
RECEIVED transfer from trust account	1,484.00
BALANCE	Nil

This is my account herein
September 7, 2007

Michael Spiro

290



Royal Bank of Canada
Banque Royale du Canada
880 EGLINTON AVENUE WEST
TORONTO, ON

90278609 4-316

05 Jul 2007
DATE

PAY TO THE ORDER OF
PAYEZ À L'ORDRE DE Michael Spiro, In Trust

*140,000.00 CAD

EXACTLY 140,000.00
05722

CANADIAN DOLLARS
CANADIENS

SIGNATURE STAMP
Paulo Amarai

RE / OBJET

TO: Royal Bank of Canada
À: Banque Royale du Canada

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

TIMBRE DE SIGNATURE
SIGNATURE STAMP

COUNTERSIGNED / CONTRESEING

TIMBRE DE SIGNATURE

FORM 16316 (11-2003) RETAIN 6 YEARS - CONSERVER 6 ANS

⑈90278609⑈ ⑆05722⑈003⑆ 099⑈013⑈5⑈

Whitaker

291
7727

September 7, 2007

B2B Trust
Mortgage Department
4th Floor
130 Adelaide Street West
Toronto, Ontario
M5H 3P5

Dear Sirs:

Re: B2B TRUST, In Trust for RRSP #8205225 (Paul Lapell)
1st Mortgage Loan to 525 KATHLEEN STREET INC.
525 Kathleen Street, Sudbury

I am pleased to submit herewith my report in connection with the above-noted mortgage transaction.

THE TRANSACTION

The transaction wherein you advanced the sum of $281,400.00 on the security of a first mortgage on the above-noted property was completed on July 9, 2007.

THE SECURITY

The property which is the security for the mortgage, is known municipally as 525 Kathleen Street, Sudbury.

TITLE

Title to the property is in the name of 525 Kathleen Street Inc. and the mortgage was given in favour of B2B TRUST, In Trust for RRSP #8205225, which mortgage was registered electronically in the Land Registry Office for the Registry Division of Sudbury on July 9, 2007, as Instrument No. SD84176. The mortgage was additionally secured by a General Assignment of Rents, notice of which was also registered on July 9, 2007, as Instrument No. SD84179.

Title insurance has been placed to protect your interest.

I have advised the Treasury Department of the appropriate municipality of your interest in the property and have requested that you be advised in the event that realty taxes are ever permitted to fall into arrears.

ENCLOSURES:

Enclosed herewith find the following:

1. Charge registered on July 9, 2007, as Instrument No. SD84176, together with Acknowledgement and Direction re. electronic registration;
2. Standard Charge Terms No. 200033;
3. Certificate of Independent Legal Advice for each Guarantor;
4. General Assignment of Rents;
5. Notice of Assignment of Rents, registered on July 9, 2007, as Instrument No. SD84179, together with Acknowledgement and Direction re. electronic registration;
6. Direction re. funds;
7. Construction Lien Statement;
8. Hazardous Materials Warranty;
9. Certificate of Incumbency;
10. Mortgagor's undertaking to pay to Lapell Management Services monthly, one-twelfth of estimated annual property taxes;
11. Mortgagor's solicitors' corporate opinion.

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. If you have any questions with respect to any detail of the transaction, please feel free to contact the undersigned.

Yours very truly,

Michael Spiro

MS/cb
Encl.

525 Kathleen Street Inc.
47 Pico Crescent
Thornhill, Ontario
L4J 8P4

Re: B2B TRUST, In Trust for RRSP #8205225 (Paul Lapell)
1st Mortgage Loan to 525 KATHLEEN STREET INC.
525 Kathleen Street, Sudbury

STATEMENT OF MORTGAGE ADVANCE:

RECEIVED proceeds of first mortgage advance from B2B Trust		$281,400.00
PAID lender's fee to Lapell Management Services	$ 6,331.50	
PAID to Arseneau Poulson, In Trust	272,085.66	
PAID to Michael Spiro (my account set out below)	2,982.84	
TRUST TOTALS	$281,400.00	$281,400.00

TO MY FEE with respect to all matters relating to the mortgage transaction $2,541.41

DISBURSEMENTS:

Paid conveyancer to obtain Corporation Profile Report	50.00
Paid for courier delivery (including $1.76 GST)	31.15
Paid to register ChargeMortgage (including 60¢ GST)	70.60
Paid to register Notice of Assignment of Rents (including 60¢ GST)	70.60
Paid for bank cheque certification	10.00
Paid for photocopies and fax	20.00
Paid for miscellaneous items	30.00

FEES AND DISBURSEMENTS CARRIED FORWARD $2,823.76

FEES AND DISBURSEMENTS BROUGHT FORWARD	$2,823.76
GST on Fees and applicable Disbursements	159.08
TOTAL Fees, Disbursements and GST	$2,982.84
RECEIVED transfer from trust account	2,982.84
BALANCE	Nil

This is my account herein
September 7, 2007

Michael Spiro

295

7775

January 2, 2008

B2B Trust
Mortgage Department
4th Floor
130 Adelaide Street West
Toronto, Ontario
M5H 3P5

- and -

Lapell Management Services Inc.
46 Gloucester Grove
Toronto, Ontario
M6C 2A1

Dear Sirs:

Re: B2B TRUST (In Trust for RRSP #8205225 Charles Paul Lapell) - 48%
and LAPELL MANAGEMENT SERVICES INC. - 52%, 1st Mortgage
Loan to 15-16 KEZIAH COURT INC., 15-16 Keziah Court, Sudbury

I am pleased to submit herewith my report in connection with the above-noted mortgage transaction.

THE TRANSACTION

The transaction wherein you advanced the sum of $375,000.00 ($180,000.00 by B2B Trust and $195,000.00 by Lapell Management) on the security of a first mortgage on the above-noted property was completed on December 17, 2007.

THE SECURITY

The property which is the security for the mortgage, is known municipally as 15-16 Keziah Court, Sudbury.

TITLE

Title to the property is in the name of 15-16 Keziah Court Inc. and the mortgage was given in favour of B2B TRUST (in trust for RRSP #8205225) as to a 48% share, and Lapell Management Services Inc., as to a 52% share, which mortgage was registered electronically in the Land Registry Office for the Registry Division of Sudbury on December 17, 2007, as Instrument No. SD101344. The mortgage was additionally secured by a General Assignment of Rents, notice of which was registered on December 17, 2007, as Instrument No. SD101345.

Title insurance has been placed to protect your interest.

TERMS OF THE MORTGAGE

The mortgage given to you on closing contains the following terms and provisions

PRINCIPAL AMOUNT:	$375,000.00
INTEREST RATE:	10% per annum, calculated monthly, not in advance
MATURITY DATE:	December 17, 2008
REPAYMENT SCHEDULE:	$3,125.00 (interest only), payable on the 17th day of each month, commencing January 17, 2008
PRIVILEGES:	Please refer to the "Additional Provisions" pages forming part of the Charge/Mortgage. Briefly, the mortgagor has the privilege of prepaying the whole or any part of the principal sum on any payment date upon payment of three months interest bonus, whether or not the mortgagor is in default
GUARANTORS:	Sandy Craig Hutchens, Tanya Hutchens, Canadian Funding Corporation and Estate of Judith Anne Hutchens
MORTGAGOR:	15 -16 Keziah Court Inc. 47 Pico Crescent, Thornhill, Ontario, L4J 8P4

REALTY TAXES

Realty taxes are assessed and billed separately for the properties; 2007 realty taxes amounted to $6,368.69 for 15 Keziah Court (roll no. 070 006 01400), and $1,126.80 for 16 Keziah Court (roll no. 070 006 01500), and have been paid in full.

In addition to the monthly interest payments the mortgagor pays the sum of $650.00 to Lapell Management Services Inc., being one-twelfth of the estimated annual property taxes for 2008 ($7,800.00 for the two properties), which payments are to be remitted by Lapell Management to the City of Sudbury on or before any tax instalment due dates.

INSURANCE

The property is insured and a copy of the insurance binder showing your interest as first mortgagee is enclosed.

MISCELLANEOUS

The property which is the subject matter of the mortgage transaction, was purchased concurrently with this mortgage transaction for the purchase price of $500,000.00.

As I advised Paul Lapell prior to closing, a second mortgage of approximately $125,000.00 was given by the mortgagor on closing.

ENCLOSURES:

Enclosed herewith find the following:

1. Charge registered on December 17, 2007, as No. SD101344, together with Acknowledgement and Direction re. electronic registration;
2. Standard Charge Terms No. 200033;
3. Certificate of Independent Legal Advice for each Guarantor;
4. General Assignment of Rents;
5. Notice of Assignment of Rents, registered on December 17, 2007, as No. SD101345, together with Acknowledgement and Direction re. electronic registration;
6. Direction re. funds;
7. Construction Lien Statement;
8. Hazardous Materials Warranty;
9. Certificate of Incumbency;
10. Mortgagor's undertaking to pay to Lapell Management Services monthly, one-twelfth of estimated annual property taxes;
11. Fire insurance binder;
12. First Canadian Title Commitment to Title Insure;
13. Copy of statement of adjustments with respect to the mortgagor's purchase of the property, together with a schedule with details of the rent roll.

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. If you have any questions with respect to any detail of the transaction, please feel free to contact the undersigned.

Yours very truly,

Michael Spiro

MS/cb
Encl.

15-16 Keziah Court Inc.
47 Pico Crescent
Thornhill, Ontario
L4J 8P4

Re: B2B TRUST (In Trust for RRSP #8205225 Charles Paul Lapell) - 48% and LAPELL MANAGEMENT SERVICES INC. - 52%, 1st Mortgage Loan to 15-16 KEZIAH COURT INC., 15-16 Keziah Court, Sudbury

STATEMENT OF MORTGAGE ADVANCE:

RECEIVED proceeds of first mortgage advance from B2B Trust		$ 180,000.00
RECEIVED proceeds of first mortgage advance from Lapell Management Services Inc.		195,000.00
PAID lender's fee to Lapell Management Services	$ 7,500.00	
PAID to Arseneau Poulson, In Trust	363,500.00	
PAID to Michael Spiro (my account set out below)	4,000.00	
TRUST TOTALS	$375,000.00	$375,000.00

TO MY FEE with respect to all matters relating to the mortgage transaction $2,459.50

TO MY FEE with respect to all necessary corporate documentation, including preparation and filing of Articles of Amendment changing name of 285 Ash Street Inc. to 15-16 Keziah Court Inc. 650.00

TOTAL FEES CARRIED FORWARD $3,109.50

TOTAL FEES BROUGHT FORWARD	$3,109.50
DISBURSEMENTS:	
Paid for property title search (including 1.38 GST)	32.38
Paid for NUANS name search of 15-16 Keziah Court Inc. (including $3.30 GST)	58.30
Paid Minister of Finance for Articles of Amendment re. change of name	150.00
Paid law clerk to file Articles of Amendment, conduct PPSA searches, obtain corporate profile report and certificate of status (incuding disbursements)	263.50
Paid for courier delivery (including $1.22 GST)	21.62
Paid to register Charge/Mortgage (including 60¢ GST)	70.60
Paid to register Notice of Assignment of Rents (including 60¢ GST)	70.60
Paid for bank cheque certification	10.00
Paid for long distance calls	5.00
Paid for photocopies and fax	20.00
Paid for miscellaneous items	20.00
	168.50
GST (5%) on Fees and applicable Disbursements	$4,000.00
TOTAL Fees, Disbursements and GST	4,000.00
RECEIVED transfer from trust account	Nil
BALANCE	

This is my account herein
January 2, 2008

Michael Spiro

300

CANADIAN DOLLAR BANK DRAFT - TRAITE EN DOLLAR CANADIEN 92200310 8-416

Royal Bank of Canada
Banque Royale du Canada

880 EGLINTON AVENUE WEST
TORONTO, ON

DATE 2007 12 17
Y/A M/M D/J

PAY TO THE ORDER OF
PAYEZ À L'ORDRE DE MICHAEL SPIRO, IN TRUST $195,000.00

EXACTLY $195,000.00
05722

CANADIAN DOLLARS CANADIENS

RE/OBJET LAPELL MANAGEMENT SERVICES INC.

PURCHASER NAME NOM DE L'ACHETEUR

PURCHASER ADDRESS ADRESSE DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE Carolyn Stewart

COUNTERSIGNED / CONTRESIGNÉ

FORM 18416 (06-2007)

⑈92200310⑈ ⑆05722⑈003⑆ 099⑈013⑈5⑈

STATEMENT OF ADJUSTMENTS

VENDOR:	KILLIAN DE BLACAM and AMELIA DE BLACAM
PURCHASER:	247 SHAUGHNESSY STREET INC.
PROPERTY:	15 & 16 KEZIAH COURT, SUDBURY
ADJUSTMENT DATE:	DECEMBER 17th, 2007

SALE PRICE:		$500,000.00
DEPOSIT:	$ 5,000.00	
TAXES: 15 Keziah Court, Sudbury Roll Number 070 006 01400 Based on Total 2007 Taxes of $6,368.69 Vendor responsible to date of closing – 350 days at $17.45 per day = $6,107.50. Vendor has paid 2007 Taxes of $6,368.69.		
CREDIT VENDOR FOR OVERPAYMENT OF SHARE OF 2007 REALTY TAXES		261.19
16 Keziah Court Roll Number 070 006 01500 Based on Total 2007 Taxes of $1,126.80 Vendor responsible to date of closing – 350 days at $3.09 per day = $1,081.50. Vendor has paid 2007 Taxes of $1,126.80.		
CREDIT VENDOR FOR OVERPAYMENT OF SHARE OF 2007 REALTY TAXES		45.30
RENTS: Schedule Attached CREDIT PURCHASER	1,913.36	
HEAT: Gas Meters to be read on closing. NO ADJUSTMENT		
BALANCE DUE ON CLOSING:	493,393.13	
	$500,306.49	$500,306.49

FRANK ANZIL, LAW OFFICE
E. & O. E.

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302

Amanda Binelli

From: Gary Caplan <GCaplan@mcr.law>
Sent: Wednesday, March 13, 2019 2:37 PM
To: 'justin@necpal.com'; 'dnaymark@naymarklaw.com'; 'tliu@naymarklaw.com'
Cc: 'Sachdeva, Bobby'; 'psmith@dmlaw.ca'; 'jzibarras@millerthomson.com'
Attachments: Hutchens Tanya- trust agreements for corporation shares.pdf

These are the trust agreements sent to me by Mr. Spiro.

Gary M. Caplan, LL.B. LL.M
Barrister, Certified Mediator, Chartered Arbitrator
Certified Specialist in Civil Litigation
Tel: (416) 596-7796 | Fax: (855) 880-6271 | gcaplan@mcr.law

MCR | MASON CAPLAN ROTI LLP

350 Bay Street, Suite 600
Toronto, Ontario M5H 2S6
www.mcr.law

The information contained in this electronic message is legally privileged and confidential information that is exempt from disclosure under applicable law and is intended only for the use of the individual or entity to which it is addressed. If you have received this communication in error, please notify me immediately by replying to this email or by telephone at 416-596-7690. Thank you.

TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, in trust for JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to 100 common shares of 3419 ERRINGTON AVENUE INC. (herein called the "Asset");

AND WHEREAS the Trustee holds an undivided 100% interest in the Asset as trustee for the Beneficial Owner, which interest is herein referred to as the "Property";

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.

4. The Beneficial Owner agrees:

(a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;

(b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

(c) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

6. The Trustee shall, subject to the rights of any secured creditor, mortgagee or any other person known to the Trustee to have a claim therein, promptly remit to the Beneficial Owner all rents, revenues and other receipts from the Property and any financing thereof which may be received by the Trustee either as record owner of the Property or as nominal party to any instrument. The Trustee shall incur no liability to any party for making any such remittance as directed in any notice from any such mortgagee or other person, or in the absence of such notice, pursuant to standing or special instructions from the Beneficial Owner. The Trustee shall, at the expense and request of the Beneficial Owner, account to the Beneficial Owner for all sums received with respect to the Property.

7. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law.

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

8. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

9. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of his acting in accordance with the provisions of this Agreement.

10. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if delivered by hand or mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication, if mailed, shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed or, if delivered by hand, on the day it is delivered.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 9th day of March, 2007.

SIGNED, SEALED AND DELIVERED)
in the presence of)

D. Buck)
D. Buck)

Tanya Hutchens)

Sandy Hutchens, in trust for Joshua Hutchens,)
Daniel Hutchens and Breiana Hutchens)

TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, in trust for JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to 100 common shares of 331 REGENT STREET INC. (herein called the "Asset");

AND WHEREAS the Trustee holds an undivided 100% interest in the Asset as trustee for the Beneficial Owner, which interest is herein referred to as the "Property";

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.

4. The Beneficial Owner agrees:

(a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;

(b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

(c) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

6. The Trustee shall, subject to the rights of any secured creditor, mortgagee or any other person known to the Trustee to have a claim therein, promptly remit to the Beneficial Owner all rents, revenues and other receipts from the Property and any financing thereof which may be received by the Trustee either as record owner of the Property or as nominal party to any instrument. The Trustee shall incur no liability to any party for making any such remittance as directed in any notice from any such mortgagee or other person, or in the absence of such notice, pursuant to standing or special instructions from the Beneficial Owner. The Trustee shall, at the expense and request of the Beneficial Owner, account to the Beneficial Owner for all sums received with respect to the Property.

7. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law.

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

8. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

9. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of his acting in accordance with the provisions of this Agreement.

10. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if delivered by hand or mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication, if mailed, shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed or, if delivered by hand, on the day it is delivered.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 6th day of February, 2007.

SIGNED, SEALED AND DELIVERED)
in the presence of)

D. Bzik)

D. Bzik)

Tanya Hutchens

Sandy Hutchens, in trust for Joshua Hutchens, Daniel Hutchens and Breiana Hutchens

TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, in trust for JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to 100 common shares of 17 SERPENTINE STREET INC. (herein called the "Asset");

AND WHEREAS the Trustee holds an undivided 100% interest in the Asset as trustee for the Beneficial Owner, which interest is herein referred to as the "Property";

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.

4. The Beneficial Owner agrees:

   (a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;

   (b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

(c) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

6. The Trustee shall, subject to the rights of any secured creditor, mortgagee or any other person known to the Trustee to have a claim therein, promptly remit to the Beneficial Owner all rents, revenues and other receipts from the Property and any financing thereof which may be received by the Trustee either as record owner of the Property or as nominal party to any instrument. The Trustee shall incur no liability to any party for making any such remittance as directed in any notice from any such mortgagee or other person, or in the absence of such notice, pursuant to standing or special instructions from the Beneficial Owner. The Trustee shall, at the expense and request of the Beneficial Owner, account to the Beneficial Owner for all sums received with respect to the Property.

7. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law.

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

8. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

9. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of his acting in accordance with the provisions of this Agreement.

10. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if delivered by hand or mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication, if mailed, shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed or, if delivered by hand, on the day it is delivered.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 27th day of October, 2006.

SIGNED, SEALED AND DELIVERED)
in the presence of)

D. Burk)
D. Burk)

Tanya Hutchens

Sandy Hutchens, in trust for Joshua Hutchens, Daniel Hutchens and Breiana Hutchens

TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, in trust for JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to 100 common shares of 193 MOUNTAIN STREET INC. (herein called the "Asset");

AND WHEREAS the Trustee holds an undivided 100% interest in the Asset as trustee for the Beneficial Owner, which interest is herein referred to as the "Property";

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.

4. The Beneficial Owner agrees:

(a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;

(b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

(c) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

6. The Trustee shall, subject to the rights of any secured creditor, mortgagee or any other person known to the Trustee to have a claim therein, promptly remit to the Beneficial Owner all rents, revenues and other receipts from the Property and any financing thereof which may be received by the Trustee either as record owner of the Property or as nominal party to any instrument. The Trustee shall incur no liability to any party for making any such remittance as directed in any notice from any such mortgagee or other person, or in the absence of such notice, pursuant to standing or special instructions from the Beneficial Owner. The Trustee shall, at the expense and request of the Beneficial Owner, account to the Beneficial Owner for all sums received with respect to the Property.

7. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law.

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

8. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

9. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of his acting in accordance with the provisions of this Agreement.

10. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if delivered by hand or mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication, if mailed, shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed or, if delivered by hand, on the day it is delivered.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 4th day of July, 2007.

SIGNED, SEALED AND DELIVERED
in the presence of

D. Baik

D. Baik

Tanya Hutchens

Sandy Hutchens, in trust for Joshua Hutchens,
Daniel Hutchens and Breiana Hutchens

TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, in trust for JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to 100 common shares of 110-114 PINE STREET INC. (herein called the "Asset");

AND WHEREAS the Trustee holds an undivided 100% interest in the Asset as trustee for the Beneficial Owner, which interest is herein referred to as the "Property";

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.

4. The Beneficial Owner agrees:

(a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;

(b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

(c) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

6. The Trustee shall, subject to the rights of any secured creditor, mortgagee or any other person known to the Trustee to have a claim therein, promptly remit to the Beneficial Owner all rents, revenues and other receipts from the Property and any financing thereof which may be received by the Trustee either as record owner of the Property or as nominal party to any instrument. The Trustee shall incur no liability to any party for making any such remittance as directed in any notice from any such mortgagee or other person, or in the absence of such notice, pursuant to standing or special instructions from the Beneficial Owner. The Trustee shall, at the expense and request of the Beneficial Owner, account to the Beneficial Owner for all sums received with respect to the Property.

7. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law.

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

8. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

9. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of his acting in accordance with the provisions of this Agreement.

10. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if delivered by hand or mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication, if mailed, shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed or, if delivered by hand, on the day it is delivered.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 15th day of May, 2008.

SIGNED, SEALED AND DELIVERED)
in the presence of)

D. Buk)

D. Buk)

Tanya Hutchens)

Sandy Hutchens, in trust for Joshua Hutchens,)
Daniel Hutchens and Breiana Hutchens)

TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, in trust for JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to 100 common shares of 3695 CLARENCE STREET INC. (herein called the "Asset");

AND WHEREAS the Trustee holds an undivided 100% interest in the Asset as trustee for the Beneficial Owner, which interest is herein referred to as the "Property";

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.

4. The Beneficial Owner agrees:

(a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;

(b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

(c) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

6. The Trustee shall, subject to the rights of any secured creditor, mortgagee or any other person known to the Trustee to have a claim therein, promptly remit to the Beneficial Owner all rents, revenues and other receipts from the Property and any financing thereof which may be received by the Trustee either as record owner of the Property or as nominal party to any instrument. The Trustee shall incur no liability to any party for making any such remittance as directed in any notice from any such mortgagee or other person, or in the absence of such notice, pursuant to standing or special instructions from the Beneficial Owner. The Trustee shall, at the expense and request of the Beneficial Owner, account to the Beneficial Owner for all sums received with respect to the Property.

7. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law.

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

8. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

9. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of his acting in accordance with the provisions of this Agreement.

10. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if delivered by hand or mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication, if mailed, shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed or, if delivered by hand, on the day it is delivered.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 9th day of March, 2007.

SIGNED, SEALED AND DELIVERED)
in the presence of)

D. Bair
D. Bair

Tanya Hutchens

Sandy Hutchens, in trust for Joshua Hutchens, Daniel Hutchens and Breiana Hutchens

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Amanda Binelli

From: Gary Caplan <GCaplan@mcr.law>
Sent: Wednesday, March 13, 2019 2:30 PM
To: 'justin@necpal.com'; 'tliu@naymarklaw.com'; 'dnaymark@naymarklaw.com'
Cc: 'Sachdeva, Bobby'; 'jzibarras@millerthomson.com'; 'psmith@dmlaw.ca'
Subject: FW: Tanya Hutchens files.
Attachments: Hutchens, Tanya- assorted files (3).pdf; Hutchens, Tanya- assorted files (4).pdf

More to follow.

Gary M. Caplan, LL.B. LL.M
Barrister, Certified Mediator, Chartered Arbitrator
Certified Specialist in Civil Litigation
Tel: (416) 596-7796 | Fax: (855) 880-6271 | gcaplan@mcr.law

MCR | MASON CAPLAN ROTI LLP

350 Bay Street, Suite 600
Toronto, Ontario M5H 2S6
www.mcr.law

The information contained in this electronic message is legally privileged and confidential information that is exempt from disclosure under applicable law and is intended only for the use of the individual or entity to which it is addressed. If you have received this communication in error, please notify me immediately by replying to this email or by telephone at 416-596-7690. Thank you.

From: Michael Spiro [mailto:michaelpspiro@hotmail.com]
Sent: Tuesday, March 12, 2019 4:18 PM
To: Sachdeva, Bobby; Zibarras, James; Gary Caplan; tanya Hutch
Subject: Tanya Hutchens files.

Attached please find the last batches, 3&4, of Tanya's files. Please acknowledge receipt.

MICHAEL SPIRO
Barrister and Solicitor
3625 Dufferin St., Suite 407
Toronto, Ontario, M3K 1Z2

Tel: 416-630-1370 ex. 231
Fax: 416-633-2229

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8365
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TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, on behalf of his named children, JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee is the registered holder of a mortgage (herein called the "Mortgage") pursuant to a Transfer of Charge from Bank of Montreal to the Trustee for the sum of $597,180.53, whereby Bank of Montreal transferred its interest as mortgagee in a mortgage originally securing for principal the sum of $800,000.00, given by 29 Laren Street Inc., as mortgagor, with respect to the property municipally known as 29 Laren Street, Wahnapitae, Ontario, described as follows:

Parcel 12042, Section SES, being parts of Lot 31, 32 and 33 Block B, Plan M9, Dryden, Greater Sudbury, identified as PIN 73481-0001;

Parcel 12115, Section SES, being Lot 30, Block B, Plan M9, Dryden, Greater Sudbury, identified as PIN 73481-0006;

Parcel 12201, Section SES, being Lot 29, Block B, Plan M9 Dryden; and part of Pine St. and part of Lane, Plan M9, Dryden, Greater Sudbury, identified as PIN 73481-0008;

Parcel 12386, Section SES, being Lots 1-3, Block B, Plan M9 Dryden; Greater Sudbury, identified as PIN 73481-0446;

Parcel 3816, Section SES, being Lots 5-36, Block B, Plan M9 Dryden; Greater Sudbury, identified as PIN 73481-0493; and

Parcel 198, Section SES, being Lot 4, Block B, Plan M9 Dryden; Greater Sudbury, identified as PIN 73481-0512.

AND WHEREAS the Trustee holds a one hundred percent (100%) interest in the Mortgage as trustee for the Beneficial Owner;

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Trustee acknowledges that the Mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.

2. The Beneficial Owner agrees:

(a) that the risk and profit of the Mortgage is his, hers or theirs;

(b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the Mortgage and/or protecting the interest thereby secured;

(c) that the Mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;

(d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower/mortgagor;

(e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;

(f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;

(g) that the Trustee is authorized to take such steps as the Trustee in her sole discretion considers advisable to enforce the terms of the Mortgage and/or preserve or protect the security;

(h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the Mortgage if all moneys due under the Mortgage are repaid in exchange therefor;

(i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

3. All payments shall be made to Tatiana Hutchens of behalf of the children named herein and shall be disbursed solely in her discretion.

DATED this 24 day of March, 2016.

SIGNED, SEALED AND DELIVERED)
in the presence of)

Tatiana Hutchens

Sandy Hutchens

Print

Close

FW: 29 Laren - Paydown $40,000.00 Receipt

From: **Michael Spiro** (michaelpspiro@hotmail.com)
Sent: November-06-15 10:17:44 AM
To: mark-k@chaitons.com (mark-k@chaitons.com)
1 attachment
BMO PAYDOWN RECEIPT 40 000 PD Nov 5 2015 29 Laren.pdf (293.9 KB)

Mark- Here is the update and deposit receipts, etc. for 29 Laren.

MICHAEL SPIRO
Barrister and Solicitor
3625 Dufferin St., Suite 207
Toronto, Ontario, M3K 1Z2

Tel: 416-630-1370 ex231
Fax: 416-633-2229

From: tanyahut@bell.net
To: michaelpspiro@hotmail.com
Subject: 29 Laren - Paydown $40,000.00 Receipt
Date: Thu, 5 Nov 2015 23:14:58 +0000

Hi Michael, attached please find both the Receipt from BMO's teller and the Bank Draft in the amount of $40,000.00.

This money was deposited on November 5th, 2015.

If you received any more discharge statements from BMO, kindly email them to me for my records.

To summarize, to date the following payments have been made to BMO over and above the regular monthly mortgage payments:

1. Oct 27, 2015 - $120,000.00 - proceeds from 364 Morris share sale

2. Oct 28, 2015 - $ 70,000.00 - Bank Draft payable to you in trust which you deposited into BMO

3. Nov 5, 2015 - $40,000.00 - I deposited Bank Draft at BMO Steeles/Yonge Branch (receipt attached)

Michael I will advise you when I have more funds in order to assume this mortgage. Hopefully I will have the balance early next week.

325

Thanks so much.

Shabbat Shalom

Tanya
416-831-0446

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

October 19, 2012

29 Laren Street Inc.,
c/o Mrs. Tanya Hutchens
33 Theodore Place,
Thornhill, Ontario L4J 8E2

Dear Madam:

Re: 29 Laren Street Inc., 1st Mortgage Loan
From Bank of Montreal, 29 Laren St., Sudbury

I am pleased to advise that the above-noted transaction was closed in accordance with a mortgage commitment received from the above-noted institution.

The new first mortgage on your property contains the following terms and provisions:

PRINCIPAL AMOUNT:	$800,000.00 (on closing, $700,000.00 was advanced)
INTEREST RATE:	4.24%
MATURITY DATE:	September 30, 2017
REPAYMENT SCHEDULE:	$5262.41 monthly, P & I
MORTGAGEE:	Bank of Montreal First Canadian Place, B1 Level 100 King St. W., Toronto, Ontario M5X 1A1
GUARANTORS:	The mortgage is guaranteed by Tanya Hutchens, 3415 Errington Avenue Inc. and 3419 Errington Avenue Inc.

A portion of the proceeds were used to pay off the existing mortgage in favour of Ardex Capital Management Inc. and the discharge has been registered.

Enclosed herewith please find the following:

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(1) Fixed Rate Term Loan Agreement;

(2) Borrower's acknowledgement re: financial statements, debt service coverage, annual rent rolls, etc.;

(3) Electronically registered Charge/Mortgage, and Standard Charge Terms;

(4) Copy of assignment of rents document, as registered;

(5) Postponement of 146 Whittaker St. Inc. mortgage.

(6) Guarantee from Tatiana Hutchens.

(7) Guarantee from 3415 Errington Avenue Inc.

(8) Guarantee from 3419 Errington Avenue Inc.

(9) Assignment, postponement and subordination agreement signed by Tatiana Hutchens.

(10) Security agreement.

(11) Copies of 2 PPSA registrations.

(12) Assignment of moneys payable under insurance policies.

(13) Amortization schedule.

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. Enclosed herewith please find my statement of account. If you have any question with respect to any detail of the transaction, please feel free to contact the undersigned.

Yours very truly,

Michael Spiro

MS/es
Encl.

29 Laren Street Inc.
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: 29 LAREN STREET INC.
1st Mortgage Loan from BANK OF MONTREAL
29 Laren Street, Wahnapitae

STATEMENT OF TRUST FUNDS:

RECEIVED mortgage advance from Bank of Montreal		$700,000.00
PAID Ardex Capital Management Inc. to discharge mortgage	$631,818.99	
PAID Ardex's solicitor's discharge fee	523.30	
PAID title insurance premium to First Canadian Title	820.80	
PAID Michael Spiro (my account set out below)	2,772.42	
PAID Michael Spiro:		
- account dated August 29, 2012 re. 2321676 Ontario Inc. - Corporate Matters	678.00	
- account dated August 29, 2012 re. Hutchens wills	242.95	
- account dated September 13, 2012 re. 110-114 Pine Stree Inc. - Sale of Shares	988.75	
BALANCE paid to Tatiana Hutchens (cheque enclosed)	62,154.79	
TRUST TOTALS (debits and credits)	$700,000.00	$700,000.00

TO MY FEE with respect to all matters relating to the mortgage transaction $1,500.00

DISBURSEMENTS:

Paid on search of title of 6 parcels (including $17.16 HST)	209.16
Paid for writs of execution searches (including 78¢ HST)	28.78

FEES AND DISBURSEMENTS CARRIED FORWARD $1,737.94

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,737.94
DISBURSEMENTS (continued):	
Paid on corporate searches, (profile report, bankruptcy, status, PPSA including conveyancer's fee)	250.00
Paid for 2 PPSA registrations (including conveyancer's fee)	180.00
Paid to register Mortgage, Notice of Assignment of Rents, and Postponement of mortgage by 146 Whittaker Street Inc. (including $3.90 HST)	213.90
Paid for courier deliveries (including $8.26 HST)	71.83
Paid for bank cheque certification	10.00
Paid for copies	40.00
Paid for miscellaneous items	20.00
Paid for long distance calls	5.00
HST on Fees and applicable Disbursements	243.75
TOTAL Fees, Disbursements and HST	$2,772.42
RECEIVED transfer from trust account	2,772.42
BALANCE	Nil

This is my account herein
October 19, 2012

Michael Spiro

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Transaction Record
Customer Copy

November 5, 2015 3:53:28 PM
Branch Transit: 0459
Operator: 026
Business Date: November 5, 2015
Card Number: No Card
Authentication: Manual

Credit Memorandum
MTG PAY DOWN
29 LAREN ST WAHNAPITAE
Account: 0390 1xxx-209
Amount: $40,000.00

Thank you for banking with
Bank of Montreal

231

KEB Korea Exchange Bank of Canada
Thornhill Branch
7670 Yonge Street, Suite 5
Thornhill, ON L4J 1W1

BANK DRAFT 024473

DATE 05112015
D D M M Y Y Y Y

PAY TO
THE ORDER OF *BANK OF MONTREAL*

$ 40,000.00

KEBOC*C$*40,000 0 0 CTS CANADIAN DOLLARS

PER _____ MF

RE _____

PER _____ MF

⑈024473⑈ ⑆00092⑈2751⑆

32

Description	PCL 12042 SEC SES; PT LT 31 BLK B PL M9 DRYDEN & PT LT 32 BLK B PL M9 DRYDEN AS IN LT67718; PT LT 33 PL M9 DRYDEN PT 1 53R6459; GREATER SUDBURY
Address	SUDBURY
PIN	73481 - 0006 LT
Description	PCL 12115 SEC SES; LT 30 BLK B PL M9 DRYDEN; GREATER SUDBURY
Address	SUDBURY
PIN	73481 - 0008 LT
Description	PCL 12201 SEC SES; LT 29 BLK B PL M9 DRYDEN; PT PINE ST PL M9 DRYDEN; PT LANE PL PL M9 DRYDEN (NOW CLOSED) PARTS 3-5, 53R9050 SAVE & EXCEPTING THEREFROM THE CANADIAN PACIFIC RAILWAY COMPANY PROPERTY, & THAT PORTION OF THE WAHNAPITAE RIVER.; S/T LT567345; GREATER SUDBURY
Address	SUDBURY
PIN	73481 - 0446 LT
Description	PCL 12386 SEC SES; LT 1-3 BLK B PL M9 DRYDEN; GREATER SUDBURY
Address	SUDBURY
PIN	73481 - 0493 LT
Description	PCL 3816 SEC SES; LT 5-6 BLK B PL M9 DRYDEN; S/T LT567345; GREATER SUDBURY
Address	SUDBURY
PIN	73481 - 0512 LT
Description	PCL 198 SEC SES; LT 4 BLK B PL M9 DRYDEN; GREATER SUDBURY
Address	SUDBURY

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SD237907	2012 10 15	Charge/Mortgage

Transferor(s)

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

Name	BANK OF MONTREAL
Address for Service	First Canadian Place 100 King Street West Toronto, Ontario M5X 1A1

I, Mike J. Siek, Account Manager, have the authority to bind the corporation.

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

Transferee(s)

	Capacity	*Share*
Name HUTCHENS, TANYA	Trustee	
Address for Service 33 Theodore Place Thornhill, Ontario		

	5000 Yonge Street, 10th Floor Toronto M2N 7E9	acting for Transferor(s)	Signed	2016 03 22

333

Tel 416-222-8888
Fax 416-218-1860

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

Michael Philip Spiro	207-3625 Dufferin St. Toronto M3K 1Z2	acting for Transferee(s)	Signed	2016 03 04

Tel 416-630-1370
Fax 4166332229

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

Submitted By

CHAITONS LLP	5000 Yonge Street, 10th Floor Toronto M2N 7E9	2016 03 24

Tel 416-222-8888
Fax 416-218-1860

Fees/Taxes/Payment

Statutory Registration Fee	$62.85
Total Paid	$62.85

File Number

Transferor Client File Number :	57019
Transferee Client File Number :	8365

SCHEDULE

TERMS OF ASSIGNMENT OF MORTGAGE

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1. By a Charge/Mortgage of Land registered in the Land Registry Office for the Land Titles Division of the District of Sudbury (No. 53) on the 15th day of October, 2012, as Instrument No. SD237907 (the "Mortgage"), 29 Laren Street Inc., as Mortgagor mortgaged the lands described herein in favour of Bank of Montreal as Mortgagee to secure payment of the principal sum of EIGHT HUNDRED THOUSAND ($800,000) DOLLARS with interest as therein set out upon the terms therein mentioned.

2. The Assignee has paid the Assignor the sum of FIVE HUNDRED AND NINETY SEVEN THOUSAND, ONE HUNDRED AND EIGHTY DOLLARS AND FIFTY-THREE CENTS ($597,180.53) on account of the Mortgagor's indebtedness to the Assignor.

3. The Assignor has agreed to assign its interest, if any, in the Mortgage to the Assignee.

4. THE ASSIGNOR HEREBY ASSIGNS AND SETS OVER TO THE ASSIGNEE the Assignor's interest, if any, as Mortgagee in the Mortgage and also the sum of FIVE HUNDRED AND NINETY SEVEN THOUSAND, ONE HUNDRED AND EIGHTY DOLLARS AND FIFTY-THREE CENTS ($597,180.53), together with its interest (the "Indebtedness") if any, in all monies that may hereafter become due and owing in respect of the Mortgage, the charge upon the lands described herein and the full benefit of all powers and of all covenants contained in the Mortgage to the extent possible at law. And the Assignor makes this assignment to the Assignee, to have and to hold its interest in the Mortgage and all monies arising in respect of same and to accrue thereon, to the use of the Assignee absolutely forever, but subject to the terms contained in the Mortgage.

5. The Assignor hereby assigns its interest, if any, in the Mortgage and the Indebtedness in accordance with the terms and conditions of an Assignment Agreement dated December 29, 2015 between the Assignor and the Assignee and on the basis that there is no representation, warranty or condition, expressed or implied, with respect to the authorization, execution, delivery, validity, enforceability, existence or any other matter whatsoever with respect to the Mortgage.

6. The Assignee acknowledges and agrees that it is accepting the assignment of the Assignee's interest, if any, on an "as is" basis, without recourse of any kind whatsoever to the Assignor.

8416 335

MICHAEL SPIRO, M.A., LL.B,

BARRISTER AND SOLICITOR.

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

April 11, 2013

Mrs. Tanya Hutchens
33 Theodore Place,
Thornhill, Ontario L4J 8E2

Dear Madam:

Re: Hutchens- First Mortgage Loan from
Meridian Credit Union Ltd., 1779 Cross St., Innisfil

This letter will confirm that the above-noted transaction was closed on April 8, 2013, in accordance with a mortgage commitment received from Meridian Credit Union Limited.

As explained to you, the mortgage document on its face shows an interest rate of 24% and is payable on demand; however, the actual interest rate is in accordance with whatever your arrangements are with Meridian Credit Union Limited. The mortgage in favour of Lapell Management Services Inc. was discharged on closing.

Enclosed herewith please find relevant documentation with respect to the mortgage loan together with my statement of account.

Yours very truly,

MS:es

Michael Spiro

Mrs. Tanya Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: HUTCHENS 1st Mortgage Loan from
MERIDIAN CREDIT UNION LIMITED
1779 Cross Street, Innisfil

STATEMENT OF TRUST FUNDS:

RECEIVED mortgage advance from Meridian Credit Union Limited		$284,000.00
PAID Lapell Management Services Inc. to discharge mortgage	$282,107.15	
Paid title insurance premium to First Canadian Title	160.92	
PAID Michael Spiro (my account set out below)	1,694.06	
BALANCE paid to Tanya Hutchens (cheque enclosed)	37.87	
TRUST TOTALS (debits and credits)	$284,000.00	$284,000.00

TO MY FEE with respect to all matters relating to the mortgage transaction	$1,000.00
TO MY FEE with respect to all matters relating to discharge of the Lapell Management Services mortgage	250.00
DISBURSEMENTS:	
Paid on subsearch of title (including $2.86 HST)	34.86
Paid for writs of execution searches (including 39¢ HST)	14.39
Paid to register Charge/Mortgage (including $1.30 HST)	71.30
Paid to register Lapell Discharge of Charge (including $1.30 HST)	71.30
Paid for courier delivery (including $3.17 HST)	27.56
FEES AND DISBURSEMENTS CARRIED FORWARD	$1,469.41

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,469.41
DISBURSEMENTS (continued):	
Paid for bank cheque certification	15.00
Paid for copies	20.00
Paid for miscellaneous items	20.00
HST on Fees and applicable Disbursements	169.65
TOTAL Fees, Disbursements and HST	$1,694.06
RECEIVED transfer from trust account	1,694.06
BALANCE	Nil

This is my account herein
April 11, 2013

Michael Spiro

8417 338

MICHAEL SPIRO, M.A., LL.B,
BARRISTER AND SOLICITOR.

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

April 11, 2013

Mrs. Tanya Hutchens
33 Theodore Place,
Thornhill, Ontario L4J 8E2

Dear Madam:

Re: Hutchens- First Mortgage Loan from
Meridian Credit Union Ltd., 1889 Simcoe Blvd., Innisfil

This letter will confirm that the above-noted transaction was closed on April 8, 2013, in accordance with a mortgage commitment received from Meridian Credit Union Limited.

As explained to you, the mortgage document on its face shows an interest rate of 24% and is payable on demand; however, the actual interest rate is in accordance with whatever your arrangements are with Meridian Credit Union Limited. The mortgage in favour of Lapell Management Services Inc. was discharged on closing.

Enclosed herewith please find relevant documentation with respect to the mortgage loan together with my statement of account.

Yours very truly,

MS:es

Michael Spiro

Mrs. Tatiana Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: HUTCHENS 1st Mortgage Loan from
MERIDIAN CREDIT UNION LIMITED
1889 Simcoe Boulevard, Innisfil

STATEMENT OF TRUST FUNDS:

RECEIVED mortgage advance from Meridian Credit Union Limited		$162,200.00
PAID Lapell Management Services Inc. to discharge mortgage	$160,304.54	
Paid title insurance premium to First Canadian Title	160.92	
PAID Michael Spiro (my account set out below)	1,664.37	
BALANCE paid to Tatiana Hutchens (cheque enclosed)	70.17	
TRUST TOTALS (debits and credits)	$162,200.00	$162,200.00

TO MY FEE with respect to all matters relating to the mortgage transaction	$1,000.00
TO MY FEE with respect to all matters relating to discharge of the Lapell Management Services mortgage	250.00
DISBURSEMENTS:	
Paid on subsearch of title (including $2.73 HST)	32.73
Paid for writs of execution searches (including 39¢ HST)	14.39
Paid to register Charge/Mortgage (including $1.30 HST)	71.30
Paid to register Lapell Discharge of Charge (including $1.30 HST)	71.30
FEES AND DISBURSEMENTS CARRIED FORWARD	$1,439.72

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,439.72
DISBURSEMENTS (continued):	
Paid for bank cheque certification	15.00
Paid for copies	20.00
Paid for miscellaneous items	20.00
HST on Fees and applicable Disbursements	169.65
TOTAL Fees, Disbursements and HST	$1,664.37
RECEIVED transfer from trust account	1,664.37
BALANCE	Nil

This is my account herein
April 11, 2013

Michael Spiro

341

8426

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

July 4, 2013

Mrs. Tanya Hutchens,
33 Theodore Place,
Thornhill, Ontario L4J 8E2

Dear Tanya

Re: Hutchens purchase from Braedley & Cote-Boucher,
1760 Cross St., Innisfil, Ontario

I am pleased to submit herewith my report in connection with the above-noted purchase transaction.

THE TRANSACTION

The transaction wherein you purchased the above-noted property was completed on June 28, 2013 in accordance with an Agreement of Purchase and Sale entered into between the parties.

THE PROPERTY

The property which is the subject matter of this transaction is known municipally as 1760 Cross St., Innisfil and has a legal description cited as lot 73, plan 881 Innisfil. The property has a frontage of 75 feet by a depth of 150 feet. The undersigned advised you that there was no survey available for the property and received your specific instructions not to order a survey. Accordingly, my search of title is subject to whatever defects might be revealed by an up-to-date survey.

TITLE INSURANCE

After discussions with you, it was decided to place title insurance, which has the effect of insuring your ownership interest in the property during the entire period you own the property. I have attended to payment of the title insurance premium and enclose herewith the policy.

TITLE

Title to the property was conveyed by a Transfer from the vendor in favour of Tatiana Hutchens, which Transfer was electronically registered in the appropriate Land Registry Office on June 28, 2013, as Instrument No. SC1066180.

You are now the registered owner of the property with a good and marketable title in fee simple, subject only to my comments hereafter.

STATEMENT OF ADJUSTMENTS

Prior to the closing of the transaction, the writer reviewed with you the statement of adjustments, prepared by the vendor's solicitor and adjusted as of the closing date. The statement of adjustments sets out the credits in favour of the purchaser and the credits in favour of the vendor, and thereby arrives at the balance due on closing.

REALTY TAXES

Realty taxes for the year 2013 amounted to $1,706.03 and the sum of $1,288.03 has been paid on account. The next instalment on account of realty taxes is due on September 27, 2013 in the amount of $418.00. Please be advised that your assessment roll number is 4316-010-022-04800-0000.

I have advised the Town of Innisfil Tax Department and Assessment Office of the change in ownership and have requested that all future notices, bills and assessments be forwarded directly to you at your Thornhill address.

INSURANCE

The undersigned advised you to obtain your own insurance and on closing rather than taking a transfer of the vendor's insurance, you placed your own insurance on the property. The policy and invoice are to be forwarded directly to you for your attention.

CLOSING UNDERTAKING, ETC.

On closing you gave the vendor your *Undertaking* to readjust any item on the statement of adjustments, if necessary.

On closing you received the following from the vendor: *Undertaking* to deliver vacant possession of the premises on closing; to pay arrears of taxes to the extent that an allowance has not be granted to the purchaser and to pay current year taxes in accordance with the statement of adjustments; to readjust any item on the statement of adjustments, if necessary; to pay all utilities to the date of closing; to pay off and discharge any existing mortgages, liens, executions and other encumbrances; and to leave on the premises all chattels and fixtures specified in the Agreement of Purchase and Sale, free of encumbrances, liens and claims. *Warranty* that during the time the vendor has owned the property she has not caused any building on the property to be insulated with insulation

containing urea formaldehyde, and that to the best of her knowledge no building on the property contains or has ever contained urea formaldehyde insulation. *Bill of Sale* for the chattels and fixtures included in the purchase price as specified in the Agreement of Purchase and Sale. *Declaration of Possession* containing the usual statements as to occupation and possession of the premises. *Statutory Declaration re. HST* that the property is occupied as a single family residential house and that the sale of the property is exempt from HST.

ENCLOSURES

Enclosed herewith please find the following:

(1) Copy of electronically registered Transfer;

(2) Title insurance policy;

(3) Statement of adjustments;

(4) Your undertaking to readjust;

(5) Vendor's Undertaking/Warranty/Bill of Sale/Affidavit;

(6) Vendor's Declaration of Possession;

(7) Vendor's HST Declaration.

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. Enclosed herewith please find my statement of account. If you have any further questions with respect to the transaction, please feel free to contact the undersigned.

Yours very truly,

Michael Spiro

MS/es
Encl.

Mrs. Tatiana Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: HUTCHENS Purchase from BRAEDLEY/COTE-BOUCHER
1760 Cross Street, Innisfil

STATEMENT OF TRUST FUNDS:

RECEIVED from you ($70,000 + $157,600)		$227,600.00
PAID balance due on closing as per statement of adjustments	$223,456.05	
PAID Minister of Finance for Land Transfer Tax	2,005.00	
PAID title insurance premium to First Canadian Title	324.00	
PAID to Michael Spiro (my account set out below)	1,687.24	
BALANCE paid to Tatiana Hutchens (cheque enclosed)	127.71	
TRUST TOTALS (debits and credits)	$227,600.00	$227,600.00

TO MY FEE with respect to all matters relating to the purchase transaction as more particularly outlined in the accompanying reporting letter	$1,250.00
DISBURSEMENTS:	
Paid for tax certificate	51.00
Paid on search of title (including $2.73 HST)	32.73
Paid for writs of execution search (including $1.56 HST)	57.56
Paid for courier delivery (including $2.97 HST)	25.85
FEES AND DISBURSEMENTS CARRIED FORWARD	$1,417.14

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,417.14
DISBURSEMENTS (continued):	
Paid for electronic registration of Transfer (including $1.30 HST)	71.30
Paid for bank cheque certification	15.00
Paid for photocopies and fax	20.00
Paid for miscellaneous items	20.00
HST on Fees and applicable Disbursements	169.65
TOTAL Fees, Disbursements and HST	$1,713.09
RECEIVED transfer from trust account	1,713.09
BALANCE	Nil

This is my account herein
July 4, 2013

Michael Spiro

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STATEMENT OF ADJUSTMENTS

RE: Christopher Matthew Braedley and Karine Coté-Boucher sale to Tatiana Hutchens
1760 Cross Street, Innisfil

Adjusted as of: June 28, 2013

Closing Date: June 28, 2013

		Credit Purchaser	Credit Vendor
SALE PRICE			$228,000.00
DEPOSIT		$5,000.00	
REALTY TAXES			
2013 total taxes:	1,706.03		
Vendor has paid:	1,288.03		
Vendor's share for 178 days:	831.98		
Credit Vendor:			456.05
BALANCE DUE ON CLOSING payable to Duco & Duco LLP, in trust or as further directed		$223,456.05	
		$228,456.05	$228,456.05

E. & O. E.

84/33
347

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

June 10, 2013

364 Morris Street Inc.
c/o Mrs. Tanya Hutchens
33 Theodore Place,
Thornhill, Ontario L4J 8E2

Dear Madam:

Re: 364 Morris Street Inc., 1st Mortgage Loan
From Bank of Montreal, 364 Morris Street, Sudbury

I am pleased to advise that the above-noted transaction was closed on June 3, 2013 in accordance with a mortgage commitment received from the above-noted institution.

The new first mortgage on your property contains the following terms and provisions:

PRINCIPAL AMOUNT:	$1,275,000.00 (on closing, $658,000.00 was advanced)
INTEREST RATE:	Prime + 5% By agreement, the actual interest rate is prime + 1% (prime is currently 3%)
MATURITY DATE:	payable on demand. Amortized over 20 years.
REPAYMENT SCHEDULE:	$3,200.00 monthly, P & I
MORTGAGEE:	Bank of Montreal First Canadian Place, B1 Level 100 King St. W., Toronto, Ontario M5X 1A1
GUARANTORS:	The mortgage is partially guaranteed by Tanya Hutchens, ($329,000.00) and 367-369 Howey Drive.

The proceeds were used to pay off the 2 existing mortgages in favour of Toronto-Dominion Bank and TD will register discharges in due course.

Enclosed herewith please find the following:

(1) Copy of promissory note;

(2) Borrower's acknowledgement re: financial statements, debt service coverage, annual rent rolls, etc.; **Please review this document**

(3) Electronically registered Charge/Mortgage, and Standard Charge Terms;

(4) Copy of assignment of rents document, as registered;

(5) Guarantee from Tatiana Hutchens.

(6) Guarantee from 367-369 Howey Drive Inc.

(7) Assignment, postponement and subordination agreement signed by Tatiana Hutchens, JBD Hutchens Family Holdings Inc., Lillybrook Developments Inc.

(8) Security agreement.

(9) Copies of 2 PPSA registrations.

(10) Assignment of moneys payable under insurance policies.

(11) 2 Toronto-Dominion discharge statements.

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. Enclosed herewith please find my statement of account. If you have any question with respect to any detail of the transaction, please feel free to contact the undersigned.

Yours very truly,

Michael Spiro

MS/es
Encl.

364 Morris Street Inc.
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: 364 MORRIS STREET INC.
1st Mortgage Loan from BANK OF MONTREAL
364 Morris Street, Sudbury

STATEMENT OF TRUST FUNDS:

RECEIVED mortgage advance from Bank of Montreal		$658,000.00
PAID The Toronto-Dominion Bank to discharge first mortgage	$397,648.42	
PAID The Toronto-Dominion Bank to discharge second mortgage	231,984.34	
PAID title insurance premium to First Canadian Title	1,170.45	
PAID Bank of Montreal (as authorized by you re. Bank's application fee which it neglected to deduct from the mortgage advance)	2,500.00	
PAID Michael Spiro (my account set out below)	2,971.64	
BALANCE paid to 2321678 Ontario Limited, as directed (cheque enclosed)	21,725.15	
TRUST TOTALS (debits and credits)	$658,000.00	$658,000.00

TO MY FEE with respect to all matters relating to the mortgage transaction	$1,750.00
DISBURSEMENTS:	
Paid on search of title (including $3.25 HST)	38.25
Paid for writs of execution searches (including 78¢ HST)	28.78
FEES AND DISBURSEMENTS CARRIED FORWARD	$1,817.03

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,817.03
DISBURSEMENTS (continued):	
Paid City of Greater Sudbury re. property search report	110.00
Paid Sudbury Fire Services re. fire code compliance	62.00
Paid for courier delivery (including $2.86 HST)	24.86
Paid on corporate searches, (profile report, bankruptcy, status, PPSA including conveyancer's fee)	260.00
Paid for 2 PPSA registrations (including conveyancer's fee)	180.00
Paid to register Mortgage and Notice of Assignment of Rents (including $2.60 HST)	142.60
Paid for bank cheque certifications	30.00
Paid for copies	40.00
Paid for miscellaneous items	20.00
Paid for long distance calls	5.00
HST on Fees and applicable Disbursements	280.15
TOTAL Fees, Disbursements and HST	$2,971.64
RECEIVED transfer from trust account	2,971.64
BALANCE	Nil

This is my account herein
June 10, 2013

Michael Spiro

8434 351

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

June 10, 2013

367-369 Howey Drive Inc.
c/o Mrs. Tanya Hutchens
33 Theodore Place,
Thornhill, Ontario L4J 8E2

Dear Madam:

Re: 367-369 Howey Drive Inc., 1st Mortgage Loan
From Bank of Montreal, 367-369 Howey Drive, Sudbury

I am pleased to advise that the above-noted transaction was closed on June 3, 2013 in accordance with a mortgage commitment received from the above-noted institution.

The new first mortgage on your property contains the following terms and provisions:

PRINCIPAL AMOUNT:	$915,000.00 (on closing, $523,000.00 was advanced)
INTEREST RATE:	Prime + 5% By agreement, the actual interest rate is prime + 1% (prime is currently 3%)
MATURITY DATE:	payable on demand. Amortized over 20 years.
REPAYMENT SCHEDULE:	$3,200.00 monthly, P & I
MORTGAGEE:	Bank of Montreal First Canadian Place, B1 Level 100 King St. W., Toronto, Ontario M5X 1A1
GUARANTORS:	The mortgage is partially guaranteed by Tanya Hutchens, ($262,000.00) and 364 Morris Street Inc.

The proceeds were used to pay off the 2 existing mortgages in favour of Toronto-Dominion Bank and TD will register discharges in due course.

Enclosed herewith please find the following:

(1) Copy of promissory note;

(2) Borrower's acknowledgement re: financial statements, debt service coverage, annual rent rolls, etc.; **Please review this document**

(3) Electronically registered Charge/Mortgage, and Standard Charge Terms;

(4) Copy of assignment of rents document, as registered;

(5) Guarantee from Tatiana Hutchens.

(6) Guarantee from 364 Morris Street Inc.

(7) Assignment, postponement and subordination agreement signed by Tatiana Hutchens, JBD Hutchens Family Holdings Inc., Lillybrook Developments Inc.

(8) Security agreement.

(9) Copies of 2 PPSA registrations.

(10) Assignment of moneys payable under insurance policies.

(11) 2 Toronto-Dominion discharge statements.

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. Enclosed herewith please find my statement of account. If you have any question with respect to any detail of the transaction, please feel free to contact the undersigned.

Yours very truly,

Michael Spiro

MS/es
Encl.

367-369 Howey Drive Inc.
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: 367-369 HOWEY DRIVE INC.
1st Mortgage Loan from BANK OF MONTREAL
367-369 Howey Drive, Sudbury

STATEMENT OF TRUST FUNDS:

RECEIVED mortgage advance from Bank of Montreal		$523,000.00
PAID The Toronto-Dominion Bank to discharge first mortgage	$309,688.69	
PAID The Toronto-Dominion Bank to discharge second mortgage	184,150.77	
PAID title insurance premium to First Canadian Title	938.79	
PAID Bank of Montreal (as authorized by you re. Bank's application fee which it neglected to deduct from the mortgage advance	2,000.00	
PAID Michael Spiro (my account set out below)	2,929.83	
BALANCE paid to 2321678 Ontario Limited, as directed (cheque enclosed)	* 24,230.71	
TRUST TOTALS (debits and credits)	$523,000.00	$523,000.00

* SHOULD BE $23,291.92 ($938.79 RETURNED BY 2321678 ONTARIO LTD. JULY 29/13)

TO MY FEE with respect to all matters relating to the mortgage transaction	$1,750.00
DISBURSEMENTS:	
Paid on search of title (including $3.25 HST)	38.25
Paid for writs of execution searches (including 78¢ HST)	28.78
FEES AND DISBURSEMENTS CARRIED FORWARD	$1,817.03

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,817.03
DISBURSEMENTS (continued):	
Paid City of Greater Sudbury re. property search report	110.00
Paid Sudbury Fire Services re. fire code compliance	62.00
Paid on corporate searches, (profile report, bankruptcy, status, PPSA including conveyancer's fee)	250.00
Paid for 2 PPSA registrations (including conveyancer's fee)	180.00
Paid to register Mortgage and Notice of Assignment of Rents (including $2.60 HST)	142.60
Paid for bank cheque certifications	30.00
Paid for copies	40.00
Paid for miscellaneous items	20.00
HST on Fees and applicable Disbursements	278.20
TOTAL Fees, Disbursements and HST	$2,929.83
RECEIVED transfer from trust account	2,929.83
BALANCE	Nil

This is my account herein
June 10, 2013

Michael Spiro

355
8503

MICHAEL SPIRO, M.A., LL.B,

BARRISTER AND SOLICITOR.

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

IN ACCOUNT WITH

110-114 Pine Street Inc.,
33 Theodore Place,
Thornhill, Ontario L4J 8E2
Attn: Tanya Hutchens

HST Business No. 11539 9008 RT

Re: Assignment of Carpenter Mortgage to Tatiana Hutchens- Trustee

To receiving instructions;

To reviewing correspondence from payment of the mortgage in December 2013;

To all necessary discussions with Tanya Hutchens;

To all necessary discussions and correspondence with the solicitor for Barbara Joyce Carpenter;

To preparing transfer of charge;

To ensuring that the transfer of charge was ultimately registered on August 19, 2014, as instrument #SD278730 in favour of Tatiana Hutchens, trustee (copy enclosed);

TO MY FEE HEREIN	$375.00
DISBURSEMENTS	
Miscellaneous	20.00
HST on fees and disbursements	51.35
TOTAL FEES, DISBURSEMENTS & HST	$446.35

This is my account herein
September 22, 2014

Michael Spiro

LRO # 53 **Transfer Of Charge** Receipted as SD276730 on 2014 08 19 at 15:18

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

Properties

PIN	02135 - 0246 LT
Description	LTS 48, 49; PT LT 50, BLK B PLAN 3SA; PTS 2, 4, 5, 6 53R11500 SUBJECT TO S94352 CITY OF SUDBURY
Address	110 PINE STREET SUDBURY

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SD114017	2008 05 23	Charge/Mortgage

Transferor(s)

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

Name	CARPENTER, BARBARA JOYCE
Address for Service	c/o 219 Pine Street Sudbury, Ontario, P3C 1X4

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

Transferee(s)

		Capacity	*Share*
Name	HUTCHENS, TATIANA	Trustee	
Address for Service	33 Theodore Place, Thornhill, Ontario, L4J 8E2		

Statements

The chargee transfers the selected charge for $113,871.55

This document relates to registration no.(s) SD114017

Signed By

James Melville Longstreet		219 Pine Street Sudbury P3C 1X4	acting for Transferor(s)	Signed	2014 08 19
Tel	7056744289				
Fax	7056711047				

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

Michael Philip Spiro		207-3625 Dufferin St. Toronto M3K 1Z2	acting for Transferee(s)	Signed	2014 08 15
Tel	416-630-1370				
Fax	4166332229				

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

Submitted By

JAMES MELVILLE LONGSTREET	219 Pine Street Sudbury P3C 1X4		2014 08 19
Tel	7056744289		
Fax	7056711047		

357

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Transferee Client File Number : 8503

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: 416-630-1370
FACSIMILE: 416-633-2229

BY FAX TO 705-671-1047

January 15, 2014

De Diana, Eloranta & Longstreet
Barristers and Solicitors
219 Pine Street
Sudbury, Ontario
P3C 1X4

Attention: James M. Longstreet

Dear Sirs:

Re: 110-114 PINE STREET INC. and BARBARA JOYCE CARPENTER
110-114 Pine Street, Sudbury

I am the solicitor for Tanya Hutchens and 110-114 Pine Street Inc. and have been provided with a copy of your letter to 110-114 Pine Street Inc. dated January 7, 2014.

The sum of $116,562.05, representing the mortgage payout and your legal fees, was deposited by my client into your trust account on December 18, 2013. My client requested that rather than discharging the mortgage that it be transferred. Accordingly, please prepare a Transfer of Charge in favour of Tatiana Hutchens (Capacity: Trustee), 33 Theodore Place, Thornhill, L4J 8E2. A draft Transfer of Charge is enclosed for your convenience.

Please forward a copy of the registered Transfer of Charge to the undersigned.

Yours very truly,

Michael Spiro

MS/cb

110 Pine 2nd mtg assigned from Barb Carpenter

From: **Tanya Hutchens** (tanyahut@bell.net) This sender is in your contact list.
Sent: January-15-14 12:34:23 PM
To: Michael Spiro (michaelpspiro@hotmail.com)

Michael can you please get in touch with the lawyer for Barbara Carpenter and prepare an assignment to me as trustee for the kids of this mortgage. This was paid off using the line of credit which belongs to the kids. Thanks Tanya

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360 (8511)

MICHAEL SPIRO, M.A., LL.B,

BARRISTER AND SOLICITOR.

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

IN ACCOUNT WITH

Tanya Hutchens,
33 Theodore Place,
Thornhill, Ontario L4J 8E2

HST Business No. 11539 9008 RT

Re: Tanya Hutchens- Assignment of mortgage, as trustee, from Solid Rock Mortgages Inc., et.al.-331 Regent St., Sudbury, Ontario

To receiving instructions;

To undertaking subsearch of title;

To reviewing all documentation provided by you;

To all necessary correspondence with Goodman, Solomon and Gold;

To paying off mortgage and receiving a transfer of charge in favour of Tanya Hutchens, trustee;

Received from Tanya Hutchens	$100,601.50
Paid to David Goodman in trust	$100,601.50
	NO BALANCE

TO MY FEE HEREIN	$400.00
DISBURSEMENTS	
Paid for search (including $2.86 HST)	34.86
Paid for courier delivery (including $1.43 HST)	12.43
Paid for copies	5.00
Paid certified cheque	15.00
HST on fees and applicable disbursements	54.60
TOTAL FEES, DISBURSEMENTS & HST	$521.89

This is my account herein
March 13, 2014

Michael Spiro

TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, by their parent, SANDY HUTCHENS

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee is the registered owner of a mortgage on the property municipally known as 331 Regent Street, Sudbury, in the principal amount of $99,000.00 made by 331 Regent Street Inc., registered in the Land Registry Office for Sudbury on February 9, 2007 as Number SD71840 and transferred to the Trustee on February 14, 2014, by Instrument No. SD268301, and holds same as trustee on behalf of the above-noted Beneficial Owner.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Trustee acknowledges that the mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.

2. The Beneficial Owner agrees:

(a) that the risk and profit of the mortgage is his;

(b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the mortgage and/or protecting the interest thereby secured;

(c) that the mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;

(d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower;

(e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;

(f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;

(g) that the Trustee is authorized to take such steps as the Trustee in his sole discretion considers advisable to enforce the terms of the mortgage and/or preserve or protect the security;

(h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the mortgage if all moneys due under the mortgage are repaid in exchange therefor;

(i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

DATED this 14th day of February, 2014.

SIGNED, SEALED AND DELIVERED in the presence of

_____
Tanya Hutchens

_____
Joshua Hutchens, Daniel Hutchens, Breiana Hutchens, by their parent Sandy Hutchens

4659
363

May 15, 2015

Mrs. Dina Brik
468 Beverley Glen Blvd.
Thornhill, Ontario
L4J 7S2

Dear Mrs. Brik:

Re: DINA BRIK, in trust, 1st Mortgage Loans to
3415 ERRINGTON AVENUE INC. and
3419 ERRINGTON AVENUE INC.
3415 Errington Ave. & 3419 Errington Ave., Chelmsford

I am pleased to submit herewith my report in connection with the above-noted mortgage transactions.

THE TRANSACTION

The transaction wherein you advanced the sum of $217,000.00 on the security of two first mortgages on the above-noted properties was completed on April 30, 2015 in accordance with terms communicated by you prior to that date.

THE SECURITY

The properties which are the security for the mortgages are as follows:

1. 3415 Errington Avenue, Chelmsford, having a legal description cited as Parcel 10618 Section SWS, Lot 215, Block 6, Plan M91, Balfour, Greater Sudbury; and

2. 3419 Errington Avenue, Chelmsford, having a legal description cited as Parcel 21629 Section SWS, Lot 222, Block 6, Plan M91, Balfour, Greater Sudbury.

TITLE

3415 Errington Avenue, Chelmsford: Title to the property is in the name of 3415 Errington Avenue Inc. and the mortgage was given in favour of Dina Brik, Trustee, which mortgage was registered in the Sudbury Land Registry Office on April 30, 32015, as Instrument No. SD292883.

3419 Errington Avenue, Chelmsford: Title to the property is in the name of 3419 Errington Avenue Inc. and the mortgage was given in favour of Dina Brik, Trustee, which mortgage was registered in the Sudbury Land Registry Office on April 30, 32015, as Instrument No. SD292884.

In my opinion, you are now the registered owner of good and marketable first mortgages on the properties, subject only to my comments hereafter.

TERMS OF THE MORTGAGES

The mortgages given to you on closing both contain the same terms and provisions, namely:

PRINCIPAL AMOUNT:	$150,000.00 ($108,500.00 for each mortgage advanced on closing)
INTEREST RATE:	*Registered mortgage:* 16%; however, the actual interest rate will be 5% per annum
MATURITY DATE:	May 1, 2016. Upon the borrower's written request at least 60 days prior to the maturity date, you may grant the borrower an extension on terms mutually agreed upon in writing, including a renewal fee equal to 1% of the outstanding principal balance
REPAYMENT SCHEDULE:	*Registered mortgage*: $2,000.00 monthly on account of interest, payable on the 1st day of each month commencing June 1, 2015; however the actual monthly payments will be calculated at 5%
PREPAYMENT PRIVILEGE:	The borrower may prepay the whole or any part of the principal sum secured at any time or times upon payment of three months interest bonus, whether or not the loan is in default
CHARGOR:	3415 Errington Avenue Inc. 3419 Errington Avenue Inc.

INSURANCE

3415 Errington Avenue is covered by Wawanesa Mutual Insurance Company policy number M7118310 in an amount limited to $955,000 on the building, broad form, and commercial general liability to a limit of $2,000,000.

3419 Errington Avenue is covered by Wawanesa Mutual Insurance Company policy number M7118311 in an amount limited to $955,000 on the building, broad form, and commercial general liability to a limit of $2,000,000.

PROPERTY TAXES, TITLE INSURANCE, MUNICIPAL CLEARANCES, ETC.

Prior to closing you gave a written acknowledgement and direction to complete the transaction without performing or obtaining title insurance, municipal or provincial searches, status of property tax arrears, if any, independent legal advice for the principals of the borrowers, personal guarantee of Tatiana Hutchens.

MISCELLANEOUS

From the proceeds of the mortgage advance, the writer attended to the payment of the existing Bank of Montreal first mortgages on each property, discharges of which will be registered in due course.

A Trust Agreement with respect to 3415 Errington Avenue, and an identical Trust Agreement for 3419 Errington Avenue, were entered into between Dina Brik, as trustee, and Tatiana Hutchens, on behalf of her children, Joshua Hutchens, Daniel Hutchens and Breiana Hutchens, as beneficial owner, whereby the trustee acknowledges that she holds a 100% interest in each mortgage as trustee for the beneficial owner.

ENCLOSURES

Enclosed herewith please find the following for each mortgage:

(1) Registered mortgage;

(2) Standard charge terms no. 200033, which forms part of the mortgage;

(3) Agreement between lender and borrower re. principal amount and advance amount, and registered interest rate and actual interest rate;

(4) Trust Agreement;

(5) Investment Authority (Form 9D) required for all private mortgages;

(6) Certificate of Insurance.

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. If you have any questions with respect to any detail of the transaction, please feel free to contact the undersigned.

Yours very truly,

Michael Spiro

MS/cb
Encl.

May 15, 2015

3415 Errington Avenue Inc. and
3419 Errington Avenue Inc.
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Dear Madam:

Re: DINA BRIK, in trust, 1st Mortgage Loans to
3415 ERRINGTON AVENUE INC. and
3419 ERRINGTON AVENUE INC.
3415 Errington Ave. & 3419 Errington Ave., Chelmsford

The above-noted mortgage transactions were completed on April 30, 2015.

Enclosed herewith please find the following for each mortgage:

(1) Registered mortgage;

(2) Standard charge terms no. 200033, which forms part of the mortgage;

(3) Agreement between lender and borrower re. principal amount and advance amount, and registered interest rate and actual interest rate;

(4) Trust Agreement.

(5) Bank of Montreal mortgage payout statement.

Also enclosed are my statements of account.

Yours very truly,

Michael Spiro

MS/cb
Encl.

3415 Errington Avenue Inc.
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: DINA BRIK, in trust, 1st Mortgage Loan
to 3415 ERRINGTON AVENUE INC.
3415 Errington Avenue, Chelmsford

STATEMENT OF MORTGAGE ADVANCE:

RECEIVED mortgage advance from Dina Brik		$108,500.00
PAID Bank of Montreal to discharge its mortgage on 3415 Errington Avenue	$104,941.38	
PAID Michael Spiro (my account set out below)	1,918.64	
TRANSFERRED to credit of 3419 Errington Avenue trust account (as per my account therein)	1,256.33	
TRANSFERRED balance towards conducting title searches of 18 properties (Sudbury, Innisfil, Thornhill)	383.65	
TRUST TOTALS (debits and credits)	$108,500.00	$108,500.00

TO MY FEE with respect to all matters relating to the mortgage transaction	$1,500.00
DISBURSEMENTS:	
Paid on search of title (including $2.60 HST)	30.60
Paid on search of writs of execution (including 39¢ HST)	14.39
Paid to register mortgage (including $1.30 HST)	71.30
Paid for copies	20.00
Paid for miscellaneous items	10.00
Paid for Law Society of Upper Canada transaction levy surcharge	65.00
FEES AND DISBURSEMENTS CARRIED FORWARD	$1,711.29

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,711.29
HST on Fees and applicable Disbursements	207.35
TOTAL Fees, Disbursements and HST	$1,918.64
RECEIVED transfer from trust account	1,918.64
BALANCE	Nil

This is my account herein
May 15, 2015

Michael Spiro

3419 Errington Avenue Inc.
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: DINA BRIK, in trust, 1st Mortgage Loan
to 3419 ERRINGTON AVENUE INC.
3419 Errington Avenue, Chelmsford

STATEMENT OF MORTGAGE ADVANCE:

RECEIVED mortgage advance from Dina Brik		$108,500.00
RECEIVED transfer from 3415 Errington Avenue trust account (as per my account therein)		1,256.33
PAID Bank of Montreal to discharge its mortgage on 3419 Errington Avenue ($104,792.69 + $3,045.00 for Chaitons legal fees re. 29 Laren Street)	107,837.69	
PAID Michael Spiro (my account set out below)	1,918.64	
TRUST TOTALS (debits and credits)	$109,756.33	$109,756.33

TO MY FEE with respect to all matters relating to the mortgage transaction	$1,500.00
DISBURSEMENTS:	
Paid on search of title (including $2.60 HST)	30.60
Paid on search of writs of execution (including 39¢ HST)	14.39
Paid to register mortgage (including $1.30 HST)	71.30
Paid for copies	20.00
Paid for miscellaneous items	10.00
Paid for Law Society of Upper Canada transaction levy surcharge	65.00
FEES AND DISBURSEMENTS CARRIED FORWARD	$1,711.29

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,711.29
HST on Fees and applicable Disbursements	207.35
TOTAL Fees, Disbursements and HST	$1,918.64
RECEIVED transfer from trust account	1,918.64
BALANCE	Nil

This is my account herein
May 15, 2015

Michael Spiro

TRUST AGREEMENT

BETWEEN:

DINA BRIK, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

TATIANA HUTCHENS, on behalf of her named children, JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee is the registered holder of a mortgage securing for principal the sum of $150,000.00, given by 3419 Errington Avenue Inc. with respect to the property municipally known as 3419 Errington Avenue, Chelmsford, Ontario, described as Parcel 21629, Section SWS, being Lot 222, Block 6, Plan M91, Balfour, Greater Sudbury, identified as PIN 73349-0720 (herein called the "Mortgage");

AND WHEREAS the Trustee holds a one hundred percent (100%) interest in the Mortgage as trustee for the Beneficial Owner;

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Trustee acknowledges that the mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.

2. The Beneficial Owner agrees:

   (a) that the risk and profit of the mortgage is his, hers or theirs;

   (b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the mortgage and/or protecting the interest thereby secured;

(c) that the mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;

(d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower;

(e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;

(f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;

(g) that the Trustee is authorized to take such steps as the Trustee in her sole discretion considers advisable to enforce the terms of the mortgage and/or preserve or protect the security;

(h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the mortgage if all moneys due under the mortgage are repaid in exchange therefor;

(i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

3. All payments shall be made to Tatiana Hutchens of behalf of her named children and shall be disbursed solely in her discretion.

DATED this 22 day of April, 2015

SIGNED, SEALED AND DELIVERED)
in the presence of)

D. Brik
Dina Brik

Tatiana Hutchens

TRUST AGREEMENT

BETWEEN:

DINA BRIK, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

TATIANA HUTCHENS, on behalf of her named children, JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee is the registered holder of a mortgage securing for principal the sum of $150,000.00, given by 3415 Errington Avenue Inc. with respect to the property municipally known as 3415 Errington Avenue, Chelmsford, Ontario, described as Parcel 10618, Section SWS, being Lot 215, Block 6, Plan M91, Balfour, Greater Sudbury, identified as PIN 73349-1569 (herein called the "Mortgage");

AND WHEREAS the Trustee holds a one hundred percent (100%) interest in the Mortgage as trustee for the Beneficial Owner;

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Trustee acknowledges that the mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.

2. The Beneficial Owner agrees:

   (a) that the risk and profit of the mortgage is his, hers or theirs;

   (b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the mortgage and/or protecting the interest thereby secured;

(c) that the mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;

(d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower;

(e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;

(f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;

(g) that the Trustee is authorized to take such steps as the Trustee in her sole discretion considers advisable to enforce the terms of the mortgage and/or preserve or protect the security;

(h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the mortgage if all moneys due under the mortgage are repaid in exchange therefor;

(i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

3. All payments shall be made to Tatiana Hutchens of behalf of her named children and shall be disbursed solely in her discretion.

DATED this 30 day of April, 2015

SIGNED, SEALED AND DELIVERED)
in the presence of)

D. Brik
Dina Brik

Tatiana Hutchens

375
8896

MICHAEL SPIRO, M.A., LL.B,
BARRISTER AND SOLICITOR.

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

October 30, 2017

Mrs. Tanya Hutchens
33 Theodore Place
Thornhill, Ontario L4J 8E2

Dear Tanya:

Re: Transfer of charges from Canadian Western Trust Co. Inc.-
110-114 Pine Street & 17 Serpentine Street,
Sudbury to Tanya Hutchens in trust

Enclosed herewith please find the following:

1) Trust agreement for Pine St. mortgage.
2) Trust agreement for Serpentine St. mortgage.
3) Letter from Geller & Minster- dated January 27, 2017, re: Pine Street.
4) Letter from Geller & Minster- dated February 27, 2017, re: 17 Serpentine Street.
5) Copies of my letters to Geller & Minster dated March 3 & March 7, 2017.
6) Transfer of charge- 110 Pine- registered March 27, 2017 as Instrument #SD333414
7) Transfer of charge- 17 Serpentine – registered March 27, 2017 as Instrument #SD333415.

Also enclosed herewith please find my statement of account.

Yours very truly,

MS/es

Michael Spiro

Mrs. Tanya Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8P4

Re: Transfers of Charges from Canadian Western Trust Company Inc. to Tanya Hutchens, In Trust
(1) 17 Serpentine Street, Copper Cliff; and (2) 110-114 Pine Street, Sudbury

STATEMENT OF TRUST FUNDS:

RECEIVED from Tanya Hutchens on March 3, 2017 ($211,985.00 - $14.00 deducted by bank for wire handling charge)			$211,971.00
RECEVED from Tanya Hutchens on March 7, 2017 ($132,615.00 - $14.00 deducted by bank for wire handling charge)			132,601.00
RECEIVED from Tanya Hutchens on March 7, 2017			496,000.00
RECEIVED transfer of balance of trust funds as per my account dated October 24, 2017 re. sale of 720 Cambrian Heights (JBD portion of balance)			272.62
PAID re. 17 Serpentine St., Copper Cliff			
• Canadian Western Trust Company Inc.		$200,000.00	
• Lapell Management Services Inc.		7,153.77	
• Geller & Minster		3,761.41	
PAID re. 110-114 Pine St., Sudbury			
• Canadian Western Trust Company Inc.		602,000.00	
• Lapell Management Services Inc.		21,136.02	
• Geller & Minster		3,827.26	
PAID Michael Spiro – outstanding accounts:			
• various searches	270.89		
• balance of account dated September 30, 2015 (18 parcels in Sudbury, Vaughan & Innisfil)	76.82		
• account dated July 13, 2016 re. 17 Serpentine (enclosed)	427.14		
• account dated July 13, 2016 re. 29 Laren St. (enclosed)	1,096.10	1,870.95	
PAID Michael Spiro (in partial payment of my account set out below)		1,095.21	
TRUST TOTALS (debits and credits)		$840,844.62	$840,844.62

FEES AND DISBURSEMENTS (NEXT PAGE)

TO MY FEE with respect to all matters relating to Transfer of Charge from Canadian Western Trust Company Inc. to Tanya Hutchens re. 17 Serpentine St., Copper Cliff, and Transfer of Charge from Canadian Western Trust Company Inc. to Tanya Hutchens re. 110-114 Pine Street, Sudbury	$1,000.00
DISBURSEMENTS:	
Paid for courier deliveries (including $6.24 HST)	54.24
Paid for photocopies	10.00
Paid for miscellaneous items	10.00
HST on Fees and applicable Disbursements	132.60
TOTAL Fees, Disbursements and HST	$1,206.84
RECEIVED transfer from trust account	1,095.21
BALANCE DUE TO MICHAEL SPIRO	$ 111.63

This is my account herein
October 31, 2017

Michael Spiro

TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, on behalf of his named children, JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee is the registered holder of a mortgage pursuant to a Transfer of Charge registered on March 27, 2017 as Instrument No. SD333415, securing for principal the sum of $200,000.00, which mortgage was given by 17 Serpentine Street Inc. with respect to the property municipally known as 17 Serpentine Street, Copper Cliff, Ontario, described as Parcel 40961, Section SES SRO, being Lot 95, Plan M1025, McKim, Greater Sudbury, identified as PIN 73599-0157 (herein called the "Mortgage");

AND WHEREAS the Trustee holds a one hundred percent (100%) interest in the Mortgage as trustee for the Beneficial Owner;

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Trustee acknowledges that the Mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.

2. The Beneficial Owner agrees:

   (a) that the risk and profit of the Mortgage is his, hers or theirs;

   (b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the Mortgage and/or protecting the interest thereby secured;

(c) that the Mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;

(d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower/mortgagor;

(e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;

(f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;

(g) that the Trustee is authorized to take such steps as the Trustee in her sole discretion considers advisable to enforce the terms of the Mortgage and/or preserve or protect the security;

(h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the Mortgage if all moneys due under the Mortgage are repaid in exchange therefor;

(i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

3. All payments shall be made to Tatiana Hutchens of behalf of the children named herein and shall be disbursed solely in her discretion.

DATED this 27th day of March, 2017

SIGNED, SEALED AND DELIVERED)
in the presence of)

Tanya Hutchens

Sandy Hutchens

TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, on behalf of his named children, JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee is the registered holder of a mortgage pursuant to a Transfer of Charge registered on March 27, 2017 as Instrument No. SD333414, securing for principal the sum of $602,000.00, which mortgage was given by 110-114 Pine Street Inc. with respect to the property municipally known as 110 Pine Street, Sudbury, Ontario, described as Lots 48, 49, part Lot 50, Block B, Plan 3SA, designated as Parts 2, 4, 5 and 6 on Plan 53R-11500, City of Sudbury, identified as PIN 02135-0246 (herein called the "Mortgage");

AND WHEREAS the Trustee holds a one hundred percent (100%) interest in the Mortgage as trustee for the Beneficial Owner;

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Trustee acknowledges that the Mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.

2. The Beneficial Owner agrees:

   (a) that the risk and profit of the Mortgage is his, hers or theirs;

   (b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the Mortgage and/or protecting the interest thereby secured;

(c) that the Mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;

(d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower/mortgagor;

(e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;

(f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;

(g) that the Trustee is authorized to take such steps as the Trustee in her sole discretion considers advisable to enforce the terms of the Mortgage and/or preserve or protect the security;

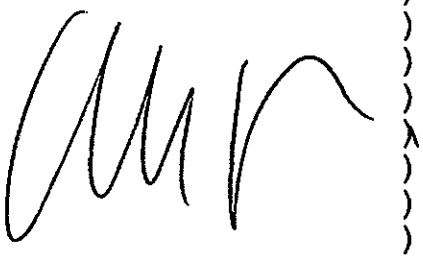
(h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the Mortgage if all moneys due under the Mortgage are repaid in exchange therefor;

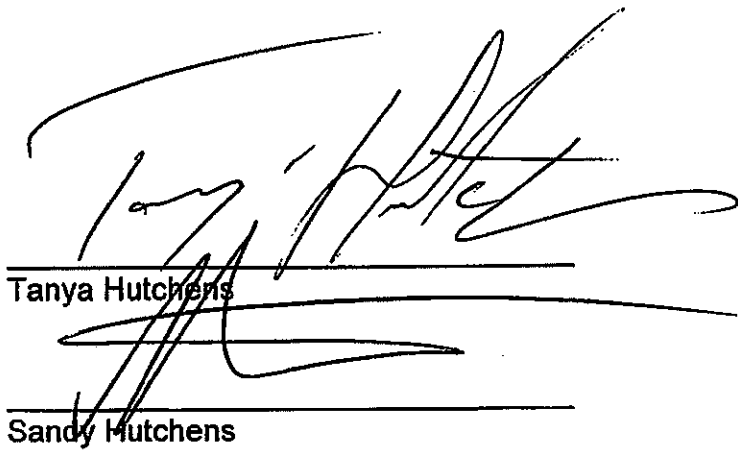
(i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

3. All payments shall be made to Tatiana Hutchens of behalf of the children named herein and shall be disbursed solely in her discretion.

DATED this 27th day of March, 2017

SIGNED, SEALED AND DELIVERED)
in the presence of)





Tanya Hutchens

Sandy Hutchens

382

8982 + Resale St. Trust.

MICHAEL SPIRO, M.A., LL.B,

BARRISTER AND SOLICITOR.

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

October 30, 2017

Mrs. Tanya Hutchens
33 Theodore Place
Thornhill, Ontario L4J 8E2

Dear Tanya:

Re: Tanya Hutchens in trust,
assignment of mortgage from
BMO- 369 Howey Drive, Sudbury

After almost 2 years, this file has now been completed.

Enclosed herewith please find the following:

1) Transfer of charge- registered September 20, 2017, as instrument #SD343552.

2) Notice of assignment of rent- registered on September 20, 2017, as instrument #SD343553.

3) Assignment of mortgage document.

4) Trust agreement.

Also enclosed please find my statement of account.

Yours very truly,

MS/es

Michael Spiro

MICHAEL SPIRO, M.A., LL.B,

BARRISTER AND SOLICITOR.

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

IN ACCOUNT WITH

Mrs. Tanya Hutchens
33 Theodore Place
Thornhill, Ontario L4J 8E2

HST Business No. 11539 9008 RT

Re: Tanya Hutchens in trust,
assignment of mortgage from
BMO- 369 Howey Drive, Sudbury

TO MY FEE herein with respect to all matters related to the assignment of mortgage;	$1,200.00
DISBURSEMENTS:	
Paid for copies	15.00
Paid for miscellaneous	10.00
HST on fees and disbursements	159.25
TOTAL FEES, DISBURSEMENTS, HST	$1,384.25

This is my account.
October 30, 2017

Michael Spiro

384

Re: 367 Howey - LAST DEPOSIT OF $98,295.75 on Nov. 7th, 2016

Mark Klar

Thu 2016-11-10 8:14 AM

Inbox

To:tanyahut tanyahut <tanyahut@bell.net>;

Cc:Michael Spiro <michaelpspiro@hotmail.com>;

Hi Tanya,

I believe that we are now ok. Regards

Sent from my iPhone

On Nov 10, 2016, at 8:12 AM, tanyahut tanyahut <tanyahut@bell.net> wrote:

> Hi Michael and Hi Mr. Klar. I attach the copy of the bank draft along with the receipt of deposit of $98,295.75 which was deposited into BMO's Steeles & Yonge Brank on Nov 7th, 2016 into suspense account 0390 1105209 and the description the Teller put was 367-369 Howey Drive payout mortgage.
>
> Please advice me once you've have found the money.
>
> Thanks so much.
>
> Tanya Hutchens
>
> 416-831-0446

Mark Klar
Partner Chaitons LLP T: 416.218.1131

---------- Original Message ----------
From: Michael Spiro <michaelpspiro@hotmail.com>
Date: November 8, 2016 at 3:24 PM

Tanya- Please review and advise Mark Klar, with cc to me, of deposit details.

MICHAEL SPIRO
Barrister and Solicitor
3625 Dufferin St., Suite 207
Toronto, Ontario, M3K 1Z2

385

Tel: 416-630-1370 ex231
Fax: 416-633-2229

From: Mark Klar <Mark-k@chaitons.com>
Sent: November 8, 2016 1:57 PM
To: Michael Spiro
Subject: RE: Howey

Micahel,

The funds have neither been deposited to our account nor that of the Bank. Please follow up with Tanya. Regards

From: Mark Klar
Sent: Monday, November 07, 2016 4:21 PM
To: Michael Spiro
Subject: RE: Howey

Michael,

In addition to the balance, please confirm the account to which the funds were deposited. thx

Mark Klar		
Partner	Chaitons LLP	T: 416.218.1131

Mark Klar
Partner Chaitons LLP T: 416.218.1131

From: Michael Spiro [mailto:michaelpspiro@hotmail.com]
Sent: Monday, November 07, 2016 3:29 PM
To: Mark Klar
Subject: Howey

Mark- I was just informed by Tanya, that she has now paid off the entire balance. I will miss your " friendly reminder" letters. Please check with me before plugging in the number on the assignment of mortgage documents.

386

MICHAEL SPIRO
Barrister and Solicitor
3625 Dufferin St., Suite 207
Toronto, Ontario, M3K 1Z2

Tel: 416-630-1370 ex231
Fax: 416-633-2229

<RECEIPT BMO 98,295.75 Nov 7 2016.pdf>

<BANK DRAFT depositted Nov 7 2016 to BMO.pdf>

LRO # 53 Transfer Of Charge | Registered as SD343562 on 2017 09 20 at 14:34

The applicant(s) hereby applies to the Land Registrar. | yyyy mm dd Page 1 of 3

Properties

PIN	73583 - 0400 LT
Description	LT 1-2 BLK A PL 5SA MCKIM S/T & T/W S112782; S/T INTEREST IN S112782, GREATER SUDBURY
Address	389 HOWEY DR SUDBURY

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SD251729	2013 06 03	Charge/Mortgage

Transferor(s)

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

Name	BANK OF MONTREAL
Address for Service	100 King Street West Toronto, Ontario M5X 1A1

I, Alice Tien, Account Manager, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Transferee(s) | Capacity | Share

Name	HUTCHENS, TANYA
Address for Service	33 Theodore Place Thornhill, Ontario L4J 8E2

Statements

The chargee transfers the selected charge for $464,192.75

Schedule: See Schedules

Signed By

Cheryl Ann Wilson	5000 Yonge Street, 10th Floor Toronto M2N 7E9	acting for Transferor(s)	Signed	2017 09 20

Tel 416-222-8888

Fax 416-218-1860

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

Cheryl Ann Wilson	5000 Yonge Street, 10th Floor Toronto M2N 7E9	acting for Transferee(s)	Signed	2017 09 20

Tel 416-222-8888

Fax 416-218-1860

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

Submitted By

CHAITONS LLP	5000 Yonge Street, 10th Floor Toronto M2N 7E9	2017 09 20

Tel 416-222-8888

Fax 416-218-1860

Fees/Taxes/Payment

Statutory Registration Fee	$63.35
Total Paid	$63.35

File Number

Transferor Client File Number : 57020

SCHEDULE

TERMS OF ASSIGNMENT OF MORTGAGE

1. By a Charge/Mortgage of Land registered in the Land Registry Office for the Land Titles Division of the District of Sudbury (No. 53) on the 3rd day of June, 2013, as Instrument No. SD251729 (the "Mortgage"), 367-369 Howey Drive Inc., as Mortgagor mortgaged the lands described herein in favour of Bank of Montreal as Mortgagee to secure payment of the principal sum of NINE HUNDRED FIFTEEN THOUSAND ($915,000) DOLLARS with interest as therein set out upon the terms therein mentioned.

2. The Assignee has paid the Assignor the sum of Four Hundred Sixty Four Thousand One Hundred Ninety Two Dollars and Seventy Five Cents ($464,192.75) on account of the Mortgagor's indebtedness to the Assignor.

3. The Assignor has agreed to assign its interest, if any, in the Mortgage to the Assignee.

4. THE ASSIGNOR HEREBY ASSIGNS AND SETS OVER TO THE ASSIGNEE the Assignor's interest, if any, as Mortgagee in the Mortgage and also the sum of Four Hundred Sixty Four Thousand One Hundred Ninety Two Dollars and Seventy Five Cents ($464,192.75), together with its interest (the "Indebtedness") if any, in all monies that may hereafter become due and owing in respect of the Mortgage, the charge upon the lands described herein and the full benefit of all powers and of all covenants contained in the Mortgage to the extent possible at law. And the Assignor makes this assignment to the Assignee, to have and to hold its interest in the Mortgage and all monies arising in respect of same and to accrue thereon, to the use of the Assignee absolutely forever, but subject to the terms contained in the Mortgage.

5. The Assignor hereby assigns its interest, if any, in the Mortgage and the Indebtedness in accordance with the terms and conditions of an Assignment Agreement dated December 30, 2016 between the Assignor and the Assignee and on the basis that there is no representation, warranty or condition, expressed or implied, with respect to the authorization, execution, delivery, validity, enforceability, existence or any other matter whatsoever with respect to the Mortgage.

6. The Assignee acknowledges and agrees that it is accepting the assignment of the Assignee's interest, if any, on an "as is" basis, without recourse of any kind whatsoever to the Assignor.

TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, on behalf of his named children, JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee is the registered holder of a mortgage (herein called the "Mortgage") pursuant to a Transfer of Charge from Bank of Montreal to the Trustee registered on September 20, 2017 as Instrument No. SD343552 for the sum of $464,192.75, whereby Bank of Montreal transferred its interest as mortgagee in a mortgage registered on June 3, 2013, as Instrument No. SD251729, additionally secured by a general assignment of rents registered on June 3, 2013, as Instrument No. SD251730, which mortgage originally secured for principal the sum of $915,000.00, given by 367-369 Howey Drive Inc., as mortgagor, with respect to the property municipally known as 367-369 Howey Drive, Sudbury, Ontario, described as Lots 1 and 2, Block A, Plan 5SA, McKim, City of Greater Sudbury, identified as PIN 73583-0400;

AND WHEREAS the Trustee holds a one hundred percent (100%) interest in the Mortgage as trustee for the Beneficial Owner;

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Trustee acknowledges that the Mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.

2. The Beneficial Owner agrees:

   (a) that the risk and profit of the Mortgage is his, hers or theirs;

   (b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the Mortgage and/or protecting the interest thereby secured;

(c) that the Mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;

(d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower/mortgagor;

(e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;

(f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;

(g) that the Trustee is authorized to take such steps as the Trustee in her sole discretion considers advisable to enforce the terms of the Mortgage and/or preserve or protect the security;

(h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the Mortgage if all moneys due under the Mortgage are repaid in exchange therefor;

(i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

3. All payments shall be made to Tatiana Hutchens of behalf of the children named herein and shall be disbursed solely in her discretion.

DATED this 20th day of September, 2017.

SIGNED, SEALED AND DELIVERED)
in the presence of)

Tanya Hutchens

Sandy Hutchens

TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, by their parent, SANDY HUTCHENS

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee is the registered owner of a mortgage on the property municipally known as 331 Regent Street, Sudbury, in the principal amount of $99,000.00 made by 331 Regent Street Inc., registered in the Land Registry Office for Sudbury on February 9, 2007 as Number SD71840 and transferred to the Trustee on February 14, 2014, by Instrument No. SD268301, and holds same as trustee on behalf of the above-noted Beneficial Owner.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Trustee acknowledges that the mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.

2. The Beneficial Owner agrees:

(a) that the risk and profit of the mortgage is his;

(b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the mortgage and/or protecting the interest thereby secured;

(c) that the mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;

(d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower;

(e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;

(f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;

(g) that the Trustee is authorized to take such steps as the Trustee in his sole discretion considers advisable to enforce the terms of the mortgage and/or preserve or protect the security;

(h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the mortgage if all moneys due under the mortgage are repaid in exchange therefor;

(i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

DATED this 14th day of February, 2014.

SIGNED, SEALED AND DELIVERED)
in the presence of)

P06348

Joel Manwachi

Tanya Hutchens

Joshua Hutchens, Daniel Hutchens,
Breiana Hutchens, by their parent
Sandy Hutchens

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Megha Sharma

From: Gary Caplan <GCaplan@mcr.law>
Sent: Wednesday, March 13, 2019 2:32 PM
To: 'jzibarras@millerthomson.com'; 'justin@necpal.com'; 'tliu@naymarklaw.com'; 'dnaymark@naymarklaw.com'; 'Sachdeva, Bobby'
Subject: FW: Tanya Hutchens- purchases and mortgages
Attachments: Hutchens, Tanya- purchase & mortgage files (1).pdf; Hutchens, Tanya- Purchases and Mortgages (2).pdf

Second email grouping.

Gary M. Caplan, LL.B. LL.M
Barrister, Certified Mediator, Chartered Arbitrator
Certified Specialist in Civil Litigation
Tel: (416) 596-7796 | Fax: (855) 880-6271 | **gcaplan@mcr.law**

MCR | MASON CAPLAN ROTI LLP

350 Bay Street, Suite 600
Toronto, Ontario M5H 2S6
www.mcr.law

The information contained in this electronic message is legally privileged and confidential information that is exempt from disclosure under applicable law and is intended only for the use of the individual or entity to which it is addressed. If you have received this communication in error, please notify me immediately by replying to this email or by telephone at 416-596-7690. Thank you.

From: Michael Spiro [mailto:michaelpspiro@hotmail.com]
Sent: Monday, March 11, 2019 4:10 PM
To: Sachdeva, Bobby; Zibarras, James; Gary Caplan; tanya Hutch
Subject: Tanya Hutchens- purchases and mortgages

Attached please find 2 sets of documents, comprising approximately 15 files. The last batch of about 12 files will be sent to you tomorrow. Please acknowledge receipt.

MICHAEL SPIRO
Barrister and Solicitor
3625 Dufferin St., Suite 407
Toronto, Ontario, M3K 1Z2

Tel: 416-630-1370 ex. 231
Fax: 416-633-2229

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7810

May 29, 2008

B2B Trust
Self-Directed Mortgages
4th Floor
130 Adelaide Street West
Toronto, Ontario, M5H 3P5

Attention: Vicky Wan

Dear Sirs:

Re: B2B TRUST, In Trust for RRSP #8205225 (Charles Paul Lapell), 83.3887% and RRSP # 8202212 (Susan Lapell), 16.6113%, 1st Mortgage Loan to 110-114 PINE STREET INC., 110-114 Pine Street, Sudbury

I am pleased to submit herewith my report in connection with the above-noted mortgage transaction.

THE TRANSACTION

The transaction wherein you advanced the sum of $602,000.00 ($502,000.00 for RRSP #8205225 and $100,000.00 for RRSP #8202212) on the security of a first mortgage on the above-noted property was completed on May 23, 2008.

THE SECURITY

The property which is the security for the mortgage, is known municipally as 110-114 Pine Street, Sudbury.

TITLE

Title to the property is in the name of 110-114 Pine Street Inc. and the mortgage was given in favour of B2B TRUST (in trust for RRSP #8205225) as to a 83.3887% share, and RRSP #8202212, as to a 16.6113% share, which mortgage was registered electronically in the Sudbury Land Registry Office on May 23, 2008, as Instrument No. SD114013. The mortgage was additionally secured by a General Assignment of Rents, notice of which was registered on May 23, 2008, as Instrument No. SD114015.

Title insurance has been placed to protect your interest.

TERMS OF THE MORTGAGE

The subject first mortgage contains the following terms and provisions

PRINCIPAL AMOUNT:	$602,000.00
INTEREST RATE:	8.99% per annum, calculated monthly, not in advance
MATURITY DATE:	May 23, 2009
REPAYMENT SCHEDULE:	$4,509.99 (interest only), payable on the 23rd day of each month, commencing June 23, 2008
PRIVILEGES:	Please refer to the "Additional Provisions" pages forming part of the Charge/Mortgage. Briefly, the mortgagor has the privilege of prepaying the whole or any part of the principal sum on any payment date upon payment of three months interest bonus, whether or not the mortgagor is in default
GUARANTORS:	Sandy Craig Hutchens, Tanya Hutchens, Canadian Funding Corporation and Estate of Judith Anne Hutchens
MORTGAGOR:	110 -114 Pine Street Inc. 33 Theodore Place, Thornhill, Ontario, L4J 8E2

REALTY TAXES

Realty taxes are assessed and billed separately for the properties; 2007 realty taxes amounted to $14,708.64 for 110 Pine Street (roll no. 070 010 03100), $1,052.79 also for 110 Pine Street but shown for tax records as 41 Dufferin Street (roll no. 070 010 03000) and $6,706.29 for 114 Pine Street (roll no. 070 010 03200).

In addition to the monthly interest payments the mortgagor pays the sum of $1,930.00 to Lapell Management Services Inc., being one-twelfth of the estimated annual property taxes for 2008, which payments are to be remitted by Lapell Management to the City of Sudbury on or before any tax instalment due dates.

INSURANCE

The property is insured and a copy of the insurance binder showing your interest as first mortgagee is enclosed.

MISCELLANEOUS

The property which is the subject matter of the mortgage transaction, was purchased concurrently with this mortgage transaction for the purchase price of $860,000.00

As I advised Paul Lapell prior to closing, a second mortgage was given by the mortgagor on closing.

110-114 Pine Street Inc.
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: B2B TRUST, In Trust for RRSP #8205225 (Charles Paul Lapell), 83.3887% and RRSP # 8202212 (Susan Lapell), 16.6113%, 1st Mortgage Loan to 110-114 PINE STREET INC., 110-114 Pine Street, Sudbury

STATEMENT OF MORTGAGE ADVANCE:

RECEIVED proceeds of first mortgage advance from B2B Trust		$ 602,000.00
PAID lender's fee to Lapell Management Services	$ 9,030.00	
PAID to Arseneau Poulson, In Trust	589,470.00	
PAID to Michael Spiro (my account set out below)	3,500.00	
TRUST TOTALS	$602,000.00	$602,000.00

TO MY FEE with respect to all matters relating to the mortgage transaction $2,710.68

DISBURSEMENTS:

Paid for search of title (including $1.35 GST)	37.35
Paid for writs of execution search (including 15¢ GST)	14.15
Paid City of Sudbury for 2 tax certificates	152.00
Paid for courier deliveries (including $2.10 GST)	44.04
Paid law clerk for corporate searches and PPSA registration	200.00
Paid to register Charge/Mortgage (including 50¢ GST)	70.50
SUBTOTAL CARRIED FORWARD	$3,228.72

SUBTOTAL BROUGHT FORWARD	$3,228.72
DISBURSEMENTS (continued):	
Paid to register Notice of Assignment of Rents (including 50¢ GST)	70.50
Paid for bank cheque certification	10.00
Paid for long distance calls	5.00
Paid for photocopies and fax	20.00
Paid for miscellaneous items	20.00
GST on Fees and applicable Disbursements	145.78
TOTAL Fees, Disbursements and GST	$3,500.00
RECEIVED transfer from trust account	3,500.00
BALANCE	Nil

This is my account herein
May 29, 2008

Michael Spiro

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7850

July 18, 2008

29 Laren Street Inc.
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Dear Sirs:

Re: 29 LAREN STREET INC. Purchase from ROSS
29 Laren Street, Wahnapitae

I am pleased to submit herewith my report in connection with the above-noted purchase transaction.

THE TRANSACTION

The transaction wherein you purchased the above-noted property was completed on June 30, 2008, in accordance with an Agreement of Purchase and Sale entered into between the parties.

THE PROPERTY

The property which is the subject matter of this transaction is known municipally as 29 Laren Street, Wahnapitae and has a legal description cited as follows:

PIN	*Description*
73481-0446	Parcel 12386, Section SES, being Lots 1, 2 and 3, Block B, Plan M-9
73481-0512	Parcel 198, Section SES, being Lot 4, Block B, Plan M-9
73481-0493	Parcel 3816, Section SES, being Lots 5 and 6, Block B, Plan M-9
73481-0008	Parcel 12201, Section SES, being Lot 29, Block B; part of Pine Street, Plan M-9; part of lane, Plan SES (now closed), being Parts 3, 4 and 5 on Plan 53R-9050, save and except the Canadian Pacific Railway Company property and that portion of the Wahnapitae River
73481-0006	Parcel 12115, Section SES, being Lot 30, Block B, Plan M-9
73481-0001	Parcel 12042, Section SES, being part of Lots 31, 32 and 33, Block B, Plan M-9, being Part 1 on Plan 53R-6459

TITLE INSURANCE

After discussions with you, its was decided to place title insurance, which has the effect of insuring your ownership interest in the property during the entire period you own the property, and also insures the interest of Ardex Capital Management Inc. as first mortgagee of the property until such time as the mortgage is discharged. For your information, if the mortgage is assigned by Ardex, the mortgagee's coverage will continue, but if the mortgage is discharged the mortgagee's coverage ceases and any new mortgages registered on title will require new coverage if so required by the new mortgagee. I have attended to payment of the title insurance premium and enclose herewith the policy.

TITLE

Title to the property was conveyed by a Transfer from the vendor in favour of **29 LAREN STREET INC.**, which Transfer was electronically registered in the Sudbury Land Registry Office on June 30, 2008, as Instrument No. SD118070.

TITLE MATTERS

As reviewed with you prior to closing, the title to the property is subject to certain agreements as follows:

(1) a 1985 Transfer of Easement in favour of the Regional Municipality of Sudbury affecting a portion of the lands described in PINs 73481-0008 and 73481-0493, for purposes of maintaining municipal sewer and waterworks systems (copy of Instrument No. LT567345 enclosed);

(2) a 1986 Site Plan Agreement entered into by the vendors with the Regional Municipality of Sudbury, and amendments thereto (copies of Instruments No. LT57664, LT673795 and LT761799 enclosed).

In any future dealings with the property, by way of sale or mortgage, please make sure that reference is made to the above-noted matters.

FIRST MORTGAGE

On the closing of the transaction you gave a first mortgage with the following terms and provisions:

PRINCIPAL AMOUNT:	Loan amount registered: $700,000.00; Loan amount advanced: $685,000.00 (pursuant to mortgage commitment)
INTEREST RATE:	9% per annum calculated semi-annually, not in advance
MATURITY DATE:	June 30, 2009

REPAYMENT SCHEDULE:	Blended monthly instalments of principal and interest in the amount of $5,796.00, payable on the 30th day of each month, with the first payment commencing July 30, 2008. You provided 12 post-dated cheques, which I delivered to the mortgagee's solicitor
PREPAYMENT PRIVILEGE:	When not in default you may prepay the whole or any part or parts of the principal sum, at any time or times, upon payment of three months interest on the amount prepaid (page 3 of charge/mortgage)
ADDITIONAL PROVISIONS:	You may not sell, convey, transfer or enter into an agreement for sale or transfer of title without the prior approval of the chargor (if the mortgage is to be assumed by a purchaser) The Chargee may charge the following fees: $150.00 for any dishonoured cheques, and $25.00 per letter sent regarding collection or breach under the charge/mortgage
GUARANTORS:	Canadian Funding Corporation, Estate of Judith Hutchens and Sandy Craig Hutchens
MORTGAGEE:	Ardex Capital Management Inc. 131 Catalina Court, Sudbury, Ontario, P3E 5M5

The charge/mortgage was additional secured by an Assignment of Rents, notice of which is registered on title, and a General Security Agreement, to be registered by way of a Financing Statement under the Personal Property Security Act.

Enclosed please find statement of account and trust ledger received from Weaver Simmons, solicitors for the first mortgagee. The amount advanced under the first mortgage was $679,204.73.

SECOND MORTGAGE

In accordance with the Agreement of Purchase and Sale, on closing you gave a second mortgage back to the vendors with the following terms and provisions:

PRINCIPAL AMOUNT:	$125,000.00
INTEREST RATE:	8% per annum calculated semi-annually, not in advance
MATURITY DATE:	June 30, 2010
REPAYMENT SCHEDULE:	Blended monthly instalments of principal and interest in the amount of $955.00, payable on the last day of each month, with the first payment commencing July 31, 2008. You provided 12 post-dated cheques, which I delivered to the second mortgagee's solicitor

PREPAYMENT PRIVILEGE: When not in default you may prepay the whole or any part or parts of the principal sum, at any time or times, without notice or bonus

MORTGAGEE: Ernest Ross and Aline Ross
719 C Duck Creek Road, Lavigne, Ontario, P0H 1R0

STATEMENT OF ADJUSTMENTS

Prior to the closing of the transaction, I reviewed with you the statement of adjustments, prepared by the vendor's solicitor and adjusted as of the closing date. The statement of adjustments sets out the credits in favour of the purchaser and the credits in favour of the vendor, and thereby arrives at the balance due on closing.

REALTY TAXES

Realty taxes for 2008 amount to $20,506.56 and the sum of $15,117.06 has been paid by the vendors on account. The final instalment for 2008 realty taxes was due on July 9, 2008, totalling $5,505.00, including penalties to the end of July. The assessment roll number for this property is 5307-240-000-29100-0000.

I have advised the City of Greater Sudbury Tax Department of the change in ownership and have requested that all future notices, bills and assessments be forwarded to you at 33 Theodore Place.

INSURANCE

I advised you to obtain your own insurance and on closing rather than taking a transfer of the vendor's insurance, you placed your own insurance on the property.

CLOSING UNDERTAKING, ETC.

On closing you gave the vendors your *Undertaking* to readjust any item on the statement of adjustments, if necessary.

On closing you received the following from the vendors: *Undertaking* to deliver vacant possession of the premises on closing, subject to existing tenancies; to pay arrears of taxes to the extent that an allowance has not be granted to the purchaser and to pay current year taxes in accordance with the statement of adjustments; to readjust any item on the statement of adjustments, if necessary; to pay all utility accounts to the date of closing; to pay off and discharge any existing mortgages, liens, executions and other encumbrances; and to leave on the premises all chattels and fixtures specified in the Agreement of Purchase and Sale, in good working order, free of encumbrances, liens and claims. *Warranties* that during the time the vendors have owned the property they has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of their knowledge no building on the property contains or has ever contained urea formaldehyde insulation; to the best of the vendors' knowledge, information

and belief, they have complied with the Landlord and Tenant Act, the Residential Tenancy Act, the Residential Premises Rent Review Act and the Residential Regulation Act, inasmuch as such Acts affect the property. *Bill of Sale* for the chattels and fixtures included in the purchase price as specified in the Agreement of Purchase and Sale. *Affidavit* that the vendors are not non-residents of Canada within the meaning of Section 116 of the Income Tax Act. *Declaration of Possession* containing the usual statements as to occupation and possession of the premises, including a statement that to the best of the vendors' knowledge and belief the Site Plan Agreements, and amendments thereto, and the Transfer of Easement in favour of the Regional Municipality of Sudbury, have been complied with to the date of closing. *Statutory Declaration re. GST* that the property is occupied as residential units and that the sale of the property is exempt from GST.

TENANCIES

The property contains one nine-unit apartment building, one house and eight town houses, all of which were rented on closing except for apartment 5 which had been occupied by the vendors and was vacated on closing. The house (apartment 6) is occupied by the previous superintendent and it was agreed that the house would be vacated on August 1, 2008 and, as further agreed, you received a credit on the statement of adjustments of $1,200.00 representing July rent for the house. I understand that tenant acknowledgements were delivered to you directly.

ENCLOSURES

Enclosed herewith please find the following:

(1) Copy of electronically registered Transfer;

(2) Statement of adjustments;

(3) Title insurance policy;

(4) Copy of Reference Plan No. 53R-9050 (subject property highlighted in yellow);

(5) Copy of Transfer of Easement in favour of the Regional Municipality of Sudbury, and Site Plan Agreement and two amendments thereto, as registered on title;

(6) Copy of 1st mortgage and standard charge terms;

(7) Loan Amortization Schedule for 1st mortgage;

(8) Assignment of Rents, together with a copy of Notice of Assignment of Rents registered on title relating to the 1st mortgage;

(9) General Security Agreement relating to the 1st mortgage;

(10) Copy of PPSA Financing Statements for: (1) security agreement; and (2) assignment of rents;

(11) Guarantors' Guarantee;

(12) 1st mortgagee's solicitors' statement of account and trust ledger;

(13) Copy of VTB 2nd mortgage and standard charge terms;

(14) Loan Amortization Schedule for 2nd mortgage;

(15) Your undertaking to readjust;

(16) Vendors' Undertaking/Warranties/Bill of Sale/Affidavit;

(17) Vendors' Declaration of Possession;

(18) Vendors' GST Declaration.

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. Enclosed herewith please find my statement of account. If you have any further questions with respect to the transaction, please feel free to contact the undersigned.

Best of luck in your new venture.

Yours very truly,

Michael Spiro

MS/cb
Encl.

29 Laren Street Inc.
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: 29 LAREN STREET INC. Purchase from ROSS
29 Laren Street, Wahnapitae

STATEMENT OF TRUST FUNDS:

RECEIVED proceeds of first mortgage advance from Ardex Capital Management Inc. (as per enclosed funds summary from Weaver Simmons)		$679,204.73
RECEIVED from Estate of Judith Anne Hutchens		141,100.00
PAID balance due on closing as per statement of adjustments	$794,936.59	
PAID Minister of Finance for Land Transfer Tax	12,350.00	
PAID title insurance premium	974.70	
PAID to Michael Spiro (my account set out below)	6,487.44	
BALANCE paid to Estate of Judith Anne Hutchens (cheque enclosed)	5,556.00	
TRUST TOTALS	$820,304.73	$820,304.73

TO MY FEE with respect to all matters relating to the purchase transaction as more particularly outlined in the accompanying reporting letter	$4,625.00
TO MY FEE with respect to all matters relating to the mortgage transactions	1,000.00
TOTAL FEES CARRIED FORWARD	$5,625.00

TOTAL FEES BROUGHT FORWARD	$5,625.00
DISBURSEMENTS:	
Paid for tax certificate	76.00
Paid on title searches, including 6 parcel registers and copies of registered documents (including $8.45 GST)	233.45
Paid for writs of execution search (including 30¢ GST)	28.30
Paid for courier deliveries (including $1.86 GST)	39.14
Paid law clerk for corporate seaches (on purchaser for title insurance)	68.00
Paid for electronic registration of Transfer (including 50¢ GST)	70.50
Paid for bank cheque certification	10.00
Paid for photocopies and fax	20.00
Paid for miscellaneous items	20.00
Paid for long distance calls	10.00
GST on Fees and applicable Disbursements	287.05
TOTAL Fees, Disbursements and GST	$6,487.44
RECEIVED transfer from trust account	6,487.44
BALANCE	Nil

This is my account herein
July 18, 2008

Michael Spiro

STATEMENT OF ADJUSTMENTS

VENDORS	:	ERNEST AND ALINE ROSS
PURCHASER	:	29 LAREN STREET INC.
ADDRESS	:	29 LAREN STREET, WAHNAPITAE
CLOSING DATE	:	JUNE 30, 2008

PURCHASE PRICE:		$925,000.00
FIRST DEPOSIT	$ 5,000.00	
VENDOR TAKE BACK MORTGAGE CREDIT PURCHASER	$125,000.00	
TAXES 2008 taxes are $20,506.56 Vendor's share 181 days at $56.03 per day = $10,141.43 Vendor has paid $15,117.06 CREDIT VENDOR		$ 4,975.63
APT. 1 - AILEEN CHARRON $500.00 MONTHLY ON THE 16th DAY OF EACH MONTH - RENT PAID TO JULY 15TH, 2008 CREDIT PURCHASERS RENT FOR 16 DAYS	$ 266.67	
NO SECURITY DEPOSIT PAID		
APT. 2 - HELEN CAYER $500.00 MONTHLY ON THE 16th DAY OF EACH MONTH - RENT PAID TO JULY 15th, 2008 CREDIT PURCHASERS RENT FOR 16 DAYS	$ 266.67	
NO SECURITY DEPOSIT PAID		
APT. 3 - WILFRED POMERLEAU $450.00 MONTHLY ON THE 1ST DAY OF EACH MONTH - RENT PAID TO JUNE 30, 2008 CREDIT PURCHASERS RENT FOR 1 DAY	$ 15.00	
NO SECURITY DEPOSIT PAID		
APT. 4 - LAURENCE LAMOTHE $475.00 MONTHLY ON THE 16th DAY OF EACH MONTH - RENT PAID TO JULY 15th, 2008 CREDIT PURCHASERS RENT FOR 16 DAYS	$ 253.33	
NO SECURITY DEPOSIT PAID		
APT. 5 - ERNEST AND ALINE ROSS VENDORS LIVE IN UNIT VACANT ON CLOSING NO ADJUSTMENT		

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APT. 6 - DANIEL AND IRENE ROSS		
SUPERINTENDENT		
VACATING AUGUST 1, 2008		
CREDIT PURCHASER JULY RENT		
AS AGREED UPON BY BOTH PARTIES	$	1,000.00
APT. 7 - SUZANNE ZAHRAN		
$500.00 MONTHLY		
ON THE 16th DAY OF EACH MONTH - RENT		
PAID TO JULY 15th, 2008		
CREDIT PURCHASERS RENT FOR 16 DAYS	$	266.67
NO SECURITY DEPOSIT PAID		
APT. 8 - DENIS ROSS AND KIM LEVERT		
$500.00 MONTHLY		
ON THE 1st DAY OF EACH MONTH - RENT		
PAID TO JUNE 30, 2008		
CREDIT PURCHASERS RENT FOR 1 DAY	$	16.67
NO SECURITY DEPOSIT PAID		
APT. 9 - FRED GRYLLS		
$450.00 MONTHLY		
ON THE 16th DAY OF EACH MONTH - RENT		
PAID TO JULY 15, 2008		
CREDIT PURCHASERS RENT FOR 16 DAYS	$	240.00
NO SECURITY DEPOSIT PAID		
APT. 10 - RENE PILOTTE		
$500.00 MONTHLY		
ON THE 16th DAY OF EACH MONTH - RENT		
PAID TO JULY 15th, 2008		
CREDIT PURCHASERS RENT FOR 16 DAYS	$	266.67
NO SECURITY DEPOSIT PAID		
APT. 11 - JENNIFER SYMES		
$670.00 MONTHLY		
ON THE 1st DAY OF EACH MONTH - RENT		
PAID TO JUNE 30, 2008		
CREDIT PURCHASERS RENT FOR 1 DAY	$	22.33
NO SECURITY DEPOSIT PAID		
APT. 12 - RYAN AND AMANDA WRIGHT		
$725.00 MONTHLY		
ON THE 16th DAY OF EACH MONTH - RENT		
PAID TO JULY 15th, 2008		
CREDIT PURCHASERS RENT FOR 16 DAYS	$	386.67
NO SECURITY DEPOSIT PAID		
APT. 13 - RITA RICHER		
$670.00 MONTHLY		
ON THE 16th DAY OF EACH MONTH - RENT		
PAID TO JULY 15th, 2008		
CREDIT PURCHASERS RENT FOR 16 DAYS	$	357.34
NO SECURITY DEPOSIT PAID		

409

APT. 14 - KENNETH AND CORRINE ANNETTE $670.00 MONTHLY ON THE 1st DAY OF EACH MONTH - RENT PAID TO JUNE 30, 2008 CREDIT PURCHASERS RENT FOR 1 DAY	$	22.33
NO SECURITY DEPOSIT PAID		
APT. 15 - CHRISTINE GERVAIS AND KEVIN MALTAIS $670.00 MONTHLY ON THE 16th DAY OF EACH MONTH - RENT PAID TO JULY 15th, 2008 CREDIT PURCHASERS RENT FOR 16 DAYS	$	357.34
NO SECURITY DEPOSIT PAID		
APT. 16 - SHIRLEY BALLANTYNE $670.00 MONTHLY ON THE 16th DAY OF EACH MONTH - RENT PAID TO JULY 15th, 2008 CREDIT PURCHASERS RENT FOR 16 DAYS	$	357.34
NO SECURITY DEPOSIT PAID		
APT. 17 - RHEAL AND DENISE MALETTE $725.00 MONTHLY ON THE 16th DAY OF EACH MONTH - RENT PAID TO JULY 15th, 2008 CREDIT PURCHASERS RENT FOR 16 DAYS	$	386.67
NO SECURITY DEPOSIT PAID		
APT. 18 - WILLIAM AND CLAIRE GRANT $670.00 MONTHLY ON THE 16th DAY OF EACH MONTH - RENT PAID TO JULY 15th, 2008 CREDIT PURCHASERS RENT FOR 16 DAYS	$	357.34
NO SECURITY DEPOSIT PAID		
GAS & ELECTRIC HEAT - NO ADJUSTMENT		
BALANCE DUE ON FINAL CLOSING: Payable by CERTIFIED CHEQUE		$795.136.59
	$929,975.63	$929,975.63

FORTIER LAW FIRM
BARRISTERS AND SOLICITORS
139 PINE STREET
SUDBURY, ONTARIO

E. & O. E.

410

7851

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

September 10, 2008

Mrs. Tanya Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Dear Tanya,

Re: Hutchens purchase from Roots- 1889 Simcoe Blvd
Innisfil, Ontario

I am pleased to submit herewith my report in connection with the above-noted purchase transaction.

THE TRANSACTION

The transaction wherein you purchased the above-noted property was completed on September 2nd, 2008 in accordance with an Agreement of Purchase and Sale entered into between the parties.

THE PROPERTY

The property which is the subject matter of this transaction is known municipally as 1889 Simcoe Blvd. and has a legal description cited as lot 31, plan 657, Innisfil. The undersigned advised you that there was no survey available for the property and received your specific instructions not to order a survey. Accordingly, my opinion as to title is subject to whatever defects might be revealed by an up-to-date survey.

TITLE INSURANCE

After discussions with you, it was decided to place title insurance, which has the effect of insuring your ownership interest in the property during the entire period you own the property, and also insures the interest of The Toronto- Dominion Bank as first mortgagee of the property until such time as the mortgage is discharged. For your information, if the mortgage is assigned by the bank the mortgagee's coverage will continue, but if the mortgage is discharged the mortgagee's coverage ceases and any new mortgages registered on title will require new coverage if so required by the new

mortgagee. I have attended to payment of the title insurance premium and enclose herewith the policy.

TITLE

Title to the property was conveyed by a Transfer from the vendor in favour of Tatiana Hutchens, which Transfer was electronically registered in the appropriate Land Registry Office on September 2nd, 2008, as Instrument No. SC678323.

In my opinion, you are now the registered owner of the property with a good and marketable title in fee simple, subject only to my comments hereafter.

TITLE MATTERS

As reviewed with you prior to closing, the title to the property is subject to certain agreements as follows:

1) building restrictions, which were reviewed with you prior to closing.
2) The Town of Innisfil owns the adjoining strip to the south of the property.

In any future dealings with the property, by way of sale or mortgage, please make sure that reference is made to the above-noted matters.

FIRST MORTGAGE

On the closing of the transaction you gave a first mortgage with the following terms and provisions:

PRINCIPAL AMOUNT:	$159,000
INTEREST RATE:	Prime + 5%; but your actual rate is in accordance with your arrangements with the bank.
MATURITY DATE:	on demand
REPAYMENT SCHEDULE:	interest only monthly
MORTGAGEE:	The Toronto- Dominion Bank 4720 TAHOE BLVD., 6th Floor MISSISSAUGA, ONTARIO L4W 5P2
GUARANTOR:	SANDY CRAIG HUTCHENS

STATEMENT OF ADJUSTMENTS

Prior to the closing of the transaction, the writer reviewed with you the statement of adjustments, prepared by the vendor's solicitor and adjusted as of the closing date. The statement of adjustments sets out the credits in favour of the purchaser and the credits in favour of the vendor, and thereby arrives at the balance due on closing.

REALTY TAXES

Realty taxes for the year 2008 amounted to $3797.44 and the sum of $2800.44 has been paid on account. The next instalment on account of realty taxes is due on September 30, 2008 in the amount of $997.00. Please be advised that your assessment roll number is 4316-010-025-19200-0000

I have advised the Town of Innisfil Tax Department and Assessment Office of the change in ownership and have requested that all future notices, bills and assessments be forwarded directly to you at your city address.

INSURANCE

The undersigned advised you to obtain your own insurance and on closing rather than taking a transfer of the vendor's insurance, you placed your own insurance on the property. The policy and invoice are to be forwarded directly to you for your attention. In addition to fire and liability coverage on the property, please ensure that you have sufficient coverage for your personal contents.

CLOSING UNDERTAKING, ETC.

On closing you gave the vendor your *Undertaking* to readjust any item on the statement of adjustments, if necessary.

On closing you received the following from the vendor: *Undertaking* to deliver vacant possession of the premises on closing; to pay arrears of taxes to the extent that an allowance has not be granted to the purchaser and to pay current year taxes in accordance with the statement of adjustments; to readjust any item on the statement of adjustments, if necessary; to pay all utilities to the date of closing; *Declaration of Possession* containing the usual statements as to occupation and possession of the premises. *Statutory Declaration re. GST* that the property is occupied as a single family residential house and that the sale of the property is exempt from GST.

ENCLOSURES

Enclosed herewith please find the following:

(1) Copy of electronically registered Transfer;

(2) Copy of building restrictions;

(3) Title insurance policy;

(4) Statement of adjustments;

(5) Copy of mortgage and standard charge terms;

(6) Mortgage advance statement;

(7) Your undertaking to readjust;

(8) Vendor's Undertaking/Bill of Sale/Affidavit;

(9) Vendor's Declaration of Possession, including GST declaration;

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. Enclosed herewith please find my statement of account. If you have any further questions with respect to the transaction, please feel free to contact the undersigned.

Best of luck with your new cottage.

Yours very truly,

Michael Spiro

MS/es
Encl.

Mrs. Tatiana Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: HUTCHENS Purchase from ROOTS
1889 Simcoe Boulevard, Innisfil

STATEMENT OF TRUST FUNDS:

RECEIVED proceeds of first mortgage advance from Toronto-Dominion Bank		$159,000.00
RECEIVED from Tanya Hutchens		188,000.00
PAID balance due on closing as per statement of adjustments	$340,258.44	
PAID Minister of Finance for Land Transfer Tax	3,725.00	
PAID First Canadian Title re. title insurance premium	322.92	
PAID to Michael Spiro (my account set out below)	2,169.35	
BALANCE paid to Tatiana Hutchens (cheque enclosed)	524.29	
TRUST TOTALS	$347,000.00	$347,000.00

TO MY FEE with respect to all matters relating to the purchase transaction as more particularly outlined in the accompanying reporting letter	$1,250.00
TO MY FEE with respect to all matters relating to the mortgage transaction	450.00
TOTAL FEES CARRIED FORWARD	$1,700.00

TOTAL FEES BROUGHT FORWARD	$1,700.00
DISBURSEMENTS:	
Paid Town of Innisfil for tax certificate	50.00
Paid on search of title (including $2.55 GST)	69.55
Paid for writs of execution search (including 60¢ GST)	56.60
Paid for electronic registration of Transfer (including 50¢ GST)	70.50
Paid for electronic registration of Mortgage (including 50¢ GST)	70.50
Paid for bank cheque certification and wire transfer	24.00
Paid for photocopies and fax	20.00
Paid for miscellaneous items	20.00
GST on Fees and applicable Disbursements	88.20
TOTAL Fees, Disbursements and GST	$2,169.35
RECEIVED transfer from trust account	2,169.35
BALANCE	Nil

This is my account herein
September 10, 2008

Michael Spiro

STATEMENT OF ADJUSTMENTS

Vendor: Margaret Roots

Purchaser: 1473368 Ontario Inc.

Property: 1889 Simcoe Blvd., Innisfil

Adjusted as of: September 2, 2008

		Credit Purchaser	Credit Vendor
SALE PRICE			$350,000.00
DEPOSIT		$10,000.00	
REALTY TAXES			
2008 total taxes:	3,797.44		
Vendor has paid:	2,800.44		
Vendor's share for 245 days:	2,542.00		
Credit Vendor:			258.44
WATER			
Metered- No Adjustment			
BALANCE DUE ON CLOSING			
payable to			
J. Marvin Menzies, in trust			
or as further directed		340,258.44	
		$350,258.44	$350,258.44

Prepared using *The Conveyancer* by Do Process Software Ltd.

E.&O.E.

7935 417

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

April 5, 2009

Mrs. Tanya Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Dear Tanya,

Re: Hutchens purchase from MCAP- 1790 Cross St.
Innisfil, Ontario

I am pleased to submit herewith my report in connection with the above-noted purchase transaction.

THE TRANSACTION

The transaction wherein you purchased the above-noted property was completed on March 31st, 2009 in accordance with an Agreement of Purchase and Sale entered into between the parties.

THE PROPERTY

The property which is the subject matter of this transaction is known municipally as 1790 Cross St. and has a legal description cited as lot 1, plan 978, Innisfil. The undersigned advised you that there was no survey available for the property and received your specific instructions not to order a survey. Accordingly, my opinion as to title is subject to whatever defects might be revealed by an up-to-date survey.

TITLE INSURANCE

After discussions with you, it was decided to place title insurance, which has the effect of insuring your ownership interest in the property during the entire period you own the property, and also insures the interest of The Toronto- Dominion Bank as first mortgagee of the property until such time as the mortgage is discharged. For your information, if the mortgage is assigned by the bank the mortgagee's coverage will continue, but if the mortgage is discharged the mortgagee's coverage ceases and any new mortgages registered on title will require new coverage if so required by the new

mortgagee. I have attended to payment of the title insurance premium and enclose herewith the policy.

TITLE

Title to the property was conveyed by a Transfer from the vendor in favour of Tatiana Hutchens, which Transfer was electronically registered in the appropriate Land Registry Office on March 31st, 2009, as Instrument No. SC725790.

You are now the registered owner of the property with a good and marketable title in fee simple, subject only to my comments hereafter.

FIRST MORTGAGE

On the closing of the transaction you gave a first mortgage with the following terms and provisions:

PRINCIPAL AMOUNT:	$80,750
INTEREST RATE:	Prime + 5%; but your actual rate is in accordance with your arrangements with the bank.
MATURITY DATE:	on demand
REPAYMENT SCHEDULE:	interest only monthly
MORTGAGEE:	The Toronto- Dominion Bank 4720 TAHOE BLVD., 6th Floor MISSISSAUGA, ONTARIO L4W 5P2

STATEMENT OF ADJUSTMENTS

Prior to the closing of the transaction, the writer reviewed with you the statement of adjustments, prepared by the vendor's solicitor and adjusted as of the closing date. The statement of adjustments sets out the credits in favour of the purchaser and the credits in favour of the vendor, and thereby arrives at the balance due on closing.

REALTY TAXES

Interim realty taxes for the year 2009 amount to $1004.36 and the sum of $502.36 has been paid on account. The next instalment on account of realty taxes is due on April 30, 2009 in the amount of $502.00. Please be advised that your assessment roll number is 4316-010-022-04000-0000

I have advised the Town of Innisfil Tax Department of the change in ownership and have requested that all future notices, bills and assessments be forwarded directly to you at your city address.

INSURANCE

The undersigned advised you to obtain your own insurance and on closing rather than taking a transfer of the vendor's insurance, you placed your own insurance on the property. The policy and invoice are to be forwarded directly to you for your attention. In addition to fire and liability coverage on the property, please ensure that you have sufficient coverage for your personal contents.

CLOSING UNDERTAKING, ETC.

On closing you gave the vendor your *Undertaking* to readjust any item on the statement of adjustments, if necessary.

On closing you received the following from the vendor: *Undertaking* to pay arrears of taxes to the extent that an allowance has not be granted to the purchaser and to pay current year taxes in accordance with the statement of adjustments; to readjust any item on the statement of adjustments, if necessary; to pay all utilities to the date of closing; As I advised you prior to closing, you must check with the utilities to determine that there are no arrears, and so advise the vendor, within 30 days after closing. *Statutory Declaration re. GST* that the property is occupied as a residential house and that the sale of the property is exempt from GST.

MISCELLANEOUS

During the closing of the transaction, a problem arose with respect to the registration of an Enbridge Security interest, that was supposed to have been wiped out under the power of sale. Instead, we received an undertaking from the vendor's lawyer, who in turn relied on an undertaking from the lawyer who originally certified title to MCAP, to obtain & register a discharge of the Enbridge registration. I will be following the progress of the registration.

Also, please note that the realty taxes include $480.00 per year through 2010, with respect to the installation of municipal water.

ENCLOSURES

Enclosed herewith please find the following:

(1) Copy of electronically registered Transfer;

(2) Title insurance policy;

(3) Statement of adjustments;

(4) Copy of mortgage and standard charge terms;

(5) Your undertaking to readjust;

(6) Vendor's Undertaking/Affidavit; including GST declaration;

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. Enclosed herewith please find my statement of account. If you have any further questions with respect to the transaction, please feel free to contact the undersigned.

Best of luck with your new cottage.

Yours very truly,

Michael Spiro

MS/es
Encl.

Mrs. Tatiana Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: HUTCHENS Purchase from MCAP SERVICE CORPORATION
under Power of Sale – 1790 Cross Street, Innisfil

STATEMENT OF TRUST FUNDS:

RECEIVED from you		$ 77,500.00
RECEIVED proceeds of first mortgage advance from TD Bank ($80,750 minus $250 appraisal fee)		80,500.00
PAID balance due on closing as per statement of adjustments	$154,512.57	
PAID Minister of Finance for Land Transfer Tax	1,340.00	
PAID First Canadian Title re. title insurance premium	270.00	
PAID to Michael Spiro (my account set out below)	1,859.15	
BALANCE paid to Tatiana Hutchens (cheque enclosed)	18.28	
TRUST TOTALS	$158,000.00	$158,000.00

TO MY FEE with respect to all matters relating to the purchase transaction as more particularly outlined in the accompanying reporting letter	$1,000.00
TO MY FEE with respect to all matters relating to the mortgage transaction	450.00
TOTAL FEES CARRIED FORWARD	$1,450.00

TOTAL FEES BROUGHT FORWARD	$1,450.00
DISBURSEMENTS:	
Paid for tax certificate	50.00
Paid on search of title (including $1.20 GST)	34.20
Paid for writs of execution search and execution report (including 45¢ GST)	48.45
Paid for electronic registration of Transfer (including 50¢ GST)	70.50
Paid for electronic registration of Mortgage (including 50¢ GST)	70.50
Paid for bank cheque certification	10.00
Paid for photocopies and fax	20.00
Paid for miscellaneous items	20.00
Paid for long distance calls	10.00
GST on Fees and applicable Disbursements	75.50
TOTAL Fees, Disbursements and GST	$1,859.15
RECEIVED transfer from trust account	1,859.15
BALANCE	Nil

This is my account herein
April 5, 2009

Michael Spiro

STATEMENT OF ADJUSTMENTS

Vendor: MCAP SERVICE CORPORATION

Purchaser: 1681071 Ontario Inc.

Property: 1790 Cross Street, Innisfil (Chow # 8154726.1)

Adjusted as of: March 31, 2009

		Credit Purchaser	Credit Vendor
SALE PRICE			$161,500.00
DEPOSIT		$7,000.00	
REALTY TAXES			
Estimated 2009 taxes:	2,008.69		
Vendor has paid:	502.36		
Vendor's share for 89 days:	489.79		
Credit Vendor:			12.57
BALANCE DUE ON CLOSING			
payable to			
Giffen Lee LLP, in trust			
or as further directed		154,512.57	
		$161,512.57	**$161,512.57**

E.&O.E.

Prepared using *The Conveyancer* by Do Process Software Ltd

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9055

MICHAEL SPIRO, M.A., LL.B,
BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

March 3, 2010

146 Whittaker Street Inc.,
33 Theodore Place
Thornhill, Ontario L4J 8E2

Dear Sirs:

Re: 146 Whittaker Street Inc., mortgage loan to 29 Laren Street Inc., $210,000

Further to the closing of the above noted transaction on February 26th, 2010, enclosed herewith please find the following.

1) Copy of charge registered as instrument #SD166826 on February 26th, 2010.
2) Copy of standard charge terms.
3) Copy of statement from Arseneau Poulson, with the breakdown of the mortgage payments.
4) Copy of an authorization and direction to the undersigned with respect to the procedure for this transaction.

Enclosed herewith please find my statement of account together with a cheque payable to 146 Whittaker Street Inc.

Yours very truly,

MS:es

Michael Spiro

MICHAEL SPIRO, M.A., LL.B,
BARRISTER AND SOLICITOR.

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

IN ACCOUNT WITH

146 Whittaker Street Inc.,
33 Theodore Place
Thornhill, Ontario L4J 8E2

GST Business No. 11539 9008 RT

Re: 146 Whittaker Street Inc., mortgage loan to 29 Laren Street Inc., $210,000

Received from 146 Whittaker Street Inc.		$210,000.00
Paid Arseneau Poulson, in trust	$202,409.03	
Paid Michael Spiro (my account below)	923.30	
Paid balance to 146 Whittaker Street Inc.	6,667.67	
TOTALS	$210,000.00	$210,000.00
TO MY FEE herein		600.00
DISBURSEMENTS		
Paid for 6 property parcel searches & execution search (inc. $6.30 GST)		191.30
Paid to certify cheque		10.00
Paid to register mortgage		70.50
Paid for miscellaneous		20.00
		891.80
GST on fee and applicable disbursements		31.50
TOTAL		$923.30

This is my account herein
March 3, 2010

Michael Spiro

Att: Maureen - 705-869-5063
Fr: Michael Spiro

MICHAEL SPIRO
BARRISTER & SOLICITOR
3625 DUFFERIN ST., SUITE 207
TORONTO, ONTARIO M3K 1Z2

Bank of Montreal
Bathurst & Frontenac
2953 Bathurst St.
Toronto Ont
FEB 26 2010 DATE
1-424
Certified PC

4057

26 02 2010
D D M M Y Y Y Y

PAY to Arseneau Poulson, In[illegible]
the order of

$ 202,409.03

Two Hundred Two Thousand Four Hundred Nine 03/100 DOLLARS

Security features included.

BMO Bank of Montreal
BATHURST & FRONTENAC
2953 BATHURST ST. TEL: (416) 789-7915
TORONTO, ONT. M6B 3B2

RE _____

MICHAEL SPIRO
TRUST ACCOUNT

PER _____

⑈004057⑈ ⑆04242⑆001 1020⑆406

426

8181

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

June 14, 2011

Mrs. Tanya Hutchens,
33 Theodore Place,
Thornhill, Ontario
L4J 8E2

Dear Tanya

Re: Hutchens Purchase from Sayadof & Saber,
175 Hilda Avenue, Suite 1015, Toronto

I am pleased to submit herewith my report in connection with the above-noted purchase transaction.

THE TRANSACTION

The transaction wherein you purchased the above-noted property was completed on June 10, 2011 in accordance with an Agreement of Purchase and Sale entered into between the parties.

THE PROPERTY

The property which is the subject matter of this transaction is known municipally as 175 Hilda Avenue #1015, Toronto and has a legal description cited as Unit 15, Level 10, Condominium Plan No. 102.

TITLE INSURANCE

After discussions with you, its was decided to place title insurance, which insures your ownership interest in the property during the entire period you own the property, and also insures the interest of CIBC Mortgages Inc. as first mortgagee until such time as the mortgage is discharged. I attended to placing title insurance coverage and remitted the premium. The title insurance policy issued by First Canadian Title Insurance Company is enclosed herewith.

TITLE

Title to the property was conveyed by a Transfer from the vendor in favour of Tanya Hutchens, which Transfer was registered in the Land Registry Office at Toronto on June 14, 2010 as Instrument No. AT 2717617.

You are now the registered owner of the property with a good and marketable title in fee simple, subject only to my comments hereafter.

TITLE MATTERS

As reviewed with you prior to closing, the title to the property is subject to certain agreements as follows:

(a) The condominium was enacted by virtue of the Condominium Declaration and By-Laws, which govern the manner in which the condominium is run on a day-to-day basis;
(b) By-law #1- the organizational by-law for the corporation
(c) Developmental easements and lease

In any future dealings with the property, by way of sale or mortgage, please make sure that reference is made to the above-noted matters.

FIRST MORTGAGE

On the closing of the transaction you gave a first mortgage with the following terms and provisions:

(A) PRINCIPAL AMOUNT: $207,200.00

(B) INTEREST RATE: Prime - .7%= 2.3%

(C) MATURITY DATE: June 10, 2016

(D) REPAYMENT SCHEDULE: $797.31 monthly with the first regular payment commencing July 10, 2011.

(E) PRIVILEGES: Closed 5 year term mortgage.

(F) NAME AND ADDRESS OF MORTGAGEE: (Mortgage # 003 140 600)
CIBC MORTGAGES INC.,
P.O. Box 115, Commerce Court Postal Stn.
TORONTO, ONTARIO M5L 1E5

STATEMENT OF ADJUSTMENTS

Prior to the closing of the transaction, the writer reviewed with you the statement of adjustments, prepared by the vendor's solicitor and adjusted as of the closing date. The statement of adjustments sets out the credits in favour of the purchaser and the credits in favour of the vendor, and thereby arrives at the balance due on closing.

REALTY TAXES

Realty taxes for the year 2011 amounted to $1506.55 and the sum of $789.04 has been paid on account. The next instalment on account of realty taxes is due on July 4, 2011. Please be advised that your assessment roll number is 19-08-07-3-970-00249-0000-00. A tax certificate with future payment dates was handed to you on closing.

INSURANCE

I advised you that because of the nature of the condominium property the condominium complex has its own insurance coverage, on which the condominium corporation and all registered unit owners from time to time and all registered mortgagees from time to time are shown as parties insured. Notwithstanding the master coverage, I would request that you review the existing coverage with your insurance agent in order to determine whether you should obtain any other form of insurance.

COMMON EXPENSES

The monthly common expenses for this unit amount to $598.26 and the first payment for which you are responsible is due on July 1, 2011. On closing I provided you with details of the property manager.

CONDOMINIUM DOCUMENTS

Prior to closing I obtained a package of condominium documents from the Ccondominium Corporation, including the Declaration, By-laws and a status certificate which contains information pertaining to the status of the Condominium Corporation. I enclose herewith the package of condominium documents, which I would recommend your review in order to familiarize yourself with the rights and obligations associated with your ownership of the unit.

SEARCHES AND CLEARANCES

Prior to the closing of the transaction, the writer obtained from the Tax Department-Tax Certificate confirming the state of realty taxes outlined in the statement of adjustments;

CLOSING UNDERTAKING

On closing you received the vendor's undertaking to deliver vacant possession of the premises; to pay arrears of taxes; to readjust any item on the statement of adjustments,

if necessary; to pay all utilities to the date of closing; to pay arrears of common expenses; to pay off and discharge any existing mortgages, liens, executions, etc.; and to leave on the premises all chattels and fixtures specified in the Agreement of Purchase and Sale, in good working order, free and clear of all encumbrances. The vendor has also warranted that the property has not been insulated with urea formaldehyde foam insulation.

I have advised the city of Toronto Tax Department and Assessment Office, of the change in ownership and have requested that all future notices, bills and assessments be forwarded directly to you at 33 Theodore Place.

ENCLOSURES

Enclosed herewith please find the following:

(1) Copy of electronically registered Transfer;

(2) Statement of adjustments;

(3) File copy of 1st mortgage and standard charge terms;

(4) Declaration of possession;

(5) GST statutory declaration;

(6) Closing undertaking; warranties, bill of sale;

(7) Condominium Status Certificate with address for payment of monthly common expenses;

(8) Condominium documentation;

I trust that this transaction has been completed to your satisfaction and that the foregoing report is clear. Enclosed herewith please find my statement of account. If you have any further questions with respect to the transaction, please feel free to contact the undersigned.

Yours very truly,

Michael Spiro

MS/es
Encl.

Mrs. Tatiana Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: HUTCHENS Purchase from SAYADOF & ENVIEH POUR SABER
175 Hilda Avenue, Suite 1015, Toronto

STATEMENT OF TRUST FUNDS:

RECEIVED from Tatiana Hutchens		$ 44,600.00
RECEIVED proceeds of first mortgage from CIBC Mortgages Inc.		207,200.00
PAID balance due on closing as per statement of adjustments	$244,481.47	
PAID Provincial Land Transfer Tax	2,360.00	
PAID Municipal Land Transfer Tax	2,315.00	
PAID title insurance premium	193.32	
PAID Michael Spiro (my account set out below)	2,332.77	
BALANCE paid to Tatiana Hutchens (cheque enclosed)	117.44	
TRUST TOTALS	$251,800.00	$251,800.00

TO MY FEE with respect to all matters relating to the purchase transaction as more particularly outlined in the accompanying reporting letter	$1,250.00
TO MY FEE with respect to all matters relating to the mortgage transaction	450.00
TOTAL FEES CARRIED FORWARD	$1,700.00

TOTAL FEES BROUGHT FORWARD	$1,700.00
DISBURSEMENTS:	
Paid for tax certificate	65.00
Paid on search of title (including $1.56 HST)	23.56
Paid for writs of execution searches	66.00
Paid for courier delivery (including $5.39 HST)	46.81
Paid for electronic registration of Transfer (including $1.30 HST)	71.30
Paid for electronic registration of Mortgage (including $1.30 HST)	71.30
Paid for bank cheque certifications	20.00
Paid for photocopies and fax	20.00
Paid for miscellaneous items	20.00
HST on Fees and applicable Disbursements	228.80
TOTAL Fees, Disbursements and HST	$2,332.77
RECEIVED transfer from trust account	2,332.77
BALANCE	Nil

This is my account herein
June 14, 2011

Michael Spiro

STATEMENT OF ADJUSTMENTS

Vendor: Tony Sayadof and Bianca Envieh Pour Saber

Purchaser: Tatiana Hutchens, In Trust

Property: 175 Hilda Avenue, Suite 1015, Toronto

Adjusted as of: June 10, 2011

		Credit Purchaser	Credit Vendor
SALE PRICE			$259,000.00
DEPOSIT		$15,000.00	
COMMON EXPENSES			
Monthly Common Expenses:	598.26		
Paid by Vendor for month of June, 2011			
Vendor's share for 9 days:	179.48		
Credit Vendor:			418.78
REALTY TAXES			
2011 interim taxes:	789.04		
Estimated Increase for 2011:	5.00%		
Estimated 2011 taxes:	1,656.98		
Vendor has paid:	789.04		
Vendor's share for 160 days:	726.35		
Credit Vendor:			62.69
BALANCE DUE ON CLOSING			
payable to Bahrami Law Office, in trust or as further directed		244,481.47	
		$259,481.47	**$259,481.47**

E.&O.E.

Prepared using *The Conveyancer* by Do Process Software Ltd.

TRUST AGREEMENT

BETWEEN:

TATIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY CRAIG HUTCHENS, on behalf of his named children, JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to the property municipally known as 175 Hilda Avenue, Suite 1015, Toronto, Ontario, described as Unit 15, Level 10, York Condominium Plan No. 102, City of Toronto (herein called the "Property");

AND WHEREAS the Trustee holds a one hundred percent (100%) interest in the Property as trustee for the Beneficial Owner;

AND WHEREAS the Property was purchased by the Trustee for the Beneficial Owner using moneys of the Beneficial Owner;

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that she holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Trustee in her sole discretion determines that the Beneficial Owner is capable of managing his/her own affairs, at which time the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance. The Trustee shall have the right to convey the Property to any one or more of the children named as Beneficial Owner.

4. The Beneficial Owner agrees:

(a) that the Beneficial Owner's legal guardian will remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to dealing with the Property;

(b) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

(c) The Trustee shall have the right to sell the Property or rearrange mortgages on the Property as she deems fit for the benefit of the Beneficial Owner.

6. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a

nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law;

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

7. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his, her or their predecessor in trust.

8. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of her acting in accordance with the provisions of this Agreement. In the event of the death of Tatiana Hutchens, Sandy Craig Hutchens or any other person appointed by the Trustee during her lifetime, shall assume the role and obligations of Trustee.

9. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

10. Sandy Craig Hutchens acknowledges that he has no personal rights or interests in the Property and specifically waives any rights he may have under family law legislation.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication so mailed shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Trustee holds title to the Property for the benefit of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 10th day of June, 2011.

SIGNED, SEALED AND DELIVERED
in the presence of

Jennifer Hutchens.

Tatiana Hutchens

Sandy Craig Hutchens, on behalf of
Joshua Hutchens, Daniel Hutchens and
Breiana Hutchens

438

8279

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

February 2, 2012

Lapell Management Services Inc.
46 Gloucester Grove,
Toronto, Ontario M6C 2A1
Attn: Susan Lapell

Dear Madam:

Re: Lapell Management Services Inc.- assignment of 2nd mortgage from Henderson, 17 Serpentine St., Sudbury

I am pleased to submit herewith my report in connection with the above-noted mortgage transaction.

THE TRANSACTION

The transaction wherein you advanced the sum of $51,000.00 on the security of an assignment of 2nd mortgage on the above-noted property was completed on January 30, 2012 in accordance with the terms of a commitment communicated by you prior to that date.

THE SECURITY

The property which is the security for the mortgage, is known municipally as 17 Serpentine St., Sudbury.

TITLE

Title to the property is in the name of 17 Serpentine St. Inc. and the mortgage was assigned in favour of Lapell Management Services Inc., which assignment of mortgage was registered in the Land Registry Office for Sudbury on January 30, 2012 as Instrument Number SD218731. The mortgage was amended by registered instrument # SD218743.

You are now the registered owner(s) of a good and marketable second mortgage on the property, subject only to my comments hereafter.

TITLE MATTERS

As reviewed with you prior to closing, the title to the property is subject to certain agreements as follows:

1. Mining rights are reserved by Inco, a former owner of the property (1975).
2. Inco has reserved the right to noxious fumes being released over the property.
3. Usual easements for sewer, water, hydro, telephone, and cable.
4. Notice of a commercial lease registered by Robert & Brenda Ulrichsen.

PRIOR MORTGAGE

On the closing of the transaction, the property was subject to a first mortgage with the following terms and provisions:

PRINCIPAL AMOUNT:	$200,000.00
MORTGAGEE:	B2B in trust for RRSP's (Charles Lapell, Susan Lapell)

TERMS OF THE MORTGAGE

The mortgage purchased by you on closing, as amended the following terms and provisions:

PRINCIPAL AMOUNT:	$51,000.00
INTEREST RATE:	9% per annum
MATURITY DATE:	January 7, 2013
REPAYMENT SCHEDULE:	$382.50, interest only monthly.
PRIVILEGES:	open on any payment date, without notice or bonus.
MORTGAGEE:	Lapell Management Services Inc.

REALTY TAXES

Realty taxes are paid by the first mortgagee.

INSURANCE

The property is covered by Accel policy number 501198013. I have advised the insurance company of your interest as mortgagee and have requested an up-to-date certified copy of the policy, to be forwarded to you.

17 Serpentine Street Inc.
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: LAPELL MANAGEMENT SERVICES INC. Loan to
17 SERPENTINE STREET INC. (Transfer of exisiting 1st Mortgage from Ronald Henderson to Lapell Management)
17 Serpentine Street, Cooper Cliff

TO MY FEE with respect to all matters relating to the transaction	$1,200.00
DISBURSEMENTS:	
Paid on search of title (including $3.25 HST)	38.25
Paid to register Transfer of Charge (including $1.30 HST)	71.30
Paid to register Agreement Amending/Extending Charge (including $1.30 HST)	71.30
Paid for long distance calls	3.00
Paid for photocopies	20.00
Paid for miscellaneous items	20.00
HST on Fees and applicable Disbursements	161.59
TOTAL Fees, Disbursements and HST	$1,585.44

This is my account herein
February 2, 2012

Michael Spiro

441

8283

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

February 23, 2012

Lapell Management Services Inc.
46 Gloucester Grove,
Toronto, Ontario M6C 2A1

Dear Sirs:

Re: Lapell Management Services Inc. 1st Mortgage loan to Hutchens,
1779 Cross St., Innisfil, Ontario

I am pleased to submit herewith my report in connection with the above-noted mortgage transaction.

THE TRANSACTION

The transaction wherein you advanced the sum of $280,000.00 on the security of a first mortgage on the above-noted property was completed on February 10, 2012 in accordance with the terms of a commitment communicated by you prior to that date.

THE SECURITY

The property which is the security for the mortgage, is known municipally as 1779 Cross St., Innisfil and has a legal description cited as part of north half Lot 25, Concession 6, Innisfil.

TITLE

Title to the property is in the name of Tanya Hutchens and the mortgage was given in favour of Lapell Management Services Inc., which mortgage was registered in the Land Registry Office for Simcoe County on February 10, 2012 as Instrument Number SC962538.

You are now the registered owner of a good and marketable first mortgage on the property, subject only to my comments hereafter.

TITLE MATTERS

As reviewed with you prior to closing, the title to the property is subject to certain agreements as follows:

-existing rights of way to traverse stream
-notice of security interest re "50- gallon water heater".

TERMS OF THE MORTGAGE

The mortgage given to you on closing contains the following terms and provisions:

PRINCIPAL AMOUNT:	$280,000.00
INTEREST RATE:	5%
MATURITY DATE:	February 21, 2013
REPAYMENT SCHEDULE:	interest only monthly- $1166.67, commencing March 21, 2012
PRIVILEGES:	During 1st 6 months, open on 3 months interest bonus and fully open thereafter.
GUARANTOR:	Sandy Craig Hutchens

REALTY TAXES

Realty taxes for 2011 amounted to $5,060.36 and all instalments owing to date have been paid.

INSURANCE

The property is covered by Wawanesa policy number HPC7404094 in the amount of $232,000.00. I have advised the insurance company of your interest as mortgagee and have requested an up-to-date certified copy of the policy, which will be forwarded to you upon receipt.

MISCELLANEOUS

From the proceeds of the mortgage advance, the writer attended to the payment of an exiting first mortgage on the property, which discharge of mortgage will be registered in due course.

The property which is the subject matter of the mortgage transaction is a cottage which was purchased for $400,000.00 in August, 2006.

Mrs. Tanya Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: LAPELL MANAGEMENT SERVICES INC. 1st Mortgage
Loan to HUTCHENS – 1779 Cross Street, Innisfil

STATEMENT OF MORTGAGE ADVANCE:

RECEIVED mortgage advance from Lapell Management		$280,000.00
PAID Toronto-Dominion Bank to discharge mortgage	$276,592.25	
PAID Lapell Management interest from Feb. 10, 2012 to Feb. 21, 2012, interest adjustment date	420.77	
PAID title insurance premium to First Canadian Title	214.92	
PAID Michael Spiro (my account set out below)	1,424.40	
BALANCE allocated as follows:		
- 1790 Cross Street mortgage transaction (as per my account with respect thereto)	496.51	
- paid Michael Spiro on account of personal matter	851.15	
TRUST TOTALS (debits and credits)	$280,000.00	$280,000.00

TO MY FEE with respect to all matters relating to the mortgage transaction $1,100.00

DISBURSEMENTS:

Paid on search of title (including $3.12 HST)	36.12
Paid on writs of execution searches (including 78¢ HST)	28.78
Paid to register Charge/Mortgage (including $1.30 HST)	71.30
Paid for bank cheque certification	10.00
FEES AND DISBURSEMENTS CARRIED FORWARD	$1,246.20

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,246.20
DISBURSEMENTS (continued):	
Paid for photocopies and fax	20.00
Paid for miscellaneous items	10.00
HST on Fees and applicable Disbursements	148.20
TOTAL Fees, Disbursements and HST	$1,424.40
RECEIVED transfer from trust account	1,424.40
BALANCE	Nil

This is my account herein
February 23, 2012

Michael Spiro

TRUST AGREEMENT

BETWEEN:

TATIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, on behalf of his named children, JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee is the registered holder of a mortgage securing for principal the sum of $51,000.00, given by 17 Serpentine Street Inc. with respect to the property municipally known as 17 Serpentine Street, Copper Cliff, Ontario, described as Parcel 40961, Section SES SRO, being Lot 95, Plan M1025, McKim, Greater Sudbury, identified as PIN 73599-0157 (herein called the "Mortgage");

AND WHEREAS the Trustee holds a one hundred percent (100%) interest in the Mortgage as trustee for the Beneficial Owner;

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Trustee acknowledges that the Mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.

2. The Beneficial Owner agrees:

   (a) that the risk and profit of the Mortgage is his, hers or theirs;

   (b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the Mortgage and/or protecting the interest thereby secured;

(c) that the Mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;

(d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower/mortgagor;

(e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;

(f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;

(g) that the Trustee is authorized to take such steps as the Trustee in her sole discretion considers advisable to enforce the terms of the Mortgage and/or preserve or protect the security;

(h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the Mortgage if all moneys due under the Mortgage are repaid in exchange therefor;

(i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

3. All payments shall be made to Tatiana Hutchens of behalf of the children named herein and shall be disbursed solely in her discretion.

DATED this 7 day of January, 2016

SIGNED, SEALED AND DELIVERED
in the presence of

Tatiana Hutchens

Sandy Hutchens

447

9282

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

February 23, 2012

Lapell Management Services Inc.
46 Gloucester Grove,
Toronto, Ontario M6C 2A1

Dear Sirs:

Re: Lapell Management Services Inc. 1st Mortgage loan to Hutchens,
33 Theodore Place, Thornhill, Ontario

I am pleased to submit herewith my report in connection with the above-noted mortgage transaction.

THE TRANSACTION

The transaction wherein you advanced the sum of $532,000.00 on the security of a first mortgage on the above-noted property was completed on February 10, 2012 in accordance with the terms of a commitment communicated by you prior to that date.

THE SECURITY

The property which is the security for the mortgage, is known municipally as 33 Theodore Place, Thornhill and has a legal description cited as lot 89, plan M-2941, Vaughan.

TITLE

Title to the property is in the name of Tatiana Hutchens and the mortgage was given in favour of Lapell Management Services Inc., which mortgage was registered in the Land Registry Office for York Region on February 10, 2012 as Instrument Number YR1782462.

You are now the registered owner of a good and marketable first mortgage on the property, subject only to my comments hereafter.

TITLE MATTERS

As reviewed with you prior to closing, the title to the property is subject to certain agreements as follows:

-Municipal and subdivision agreements
-notice of security interest for a tankless hot water heater
-right to sub divider /builder to re-enter to rectify drainage or grading, if necessary.

TERMS OF THE MORTGAGE

The mortgage given to you on closing contains the following terms and provisions:

PRINCIPAL AMOUNT:	$532,000.00
INTEREST RATE:	5% per annum
MATURITY DATE:	February 21, 2013
REPAYMENT SCHEDULE:	$2216.67 interest only monthly, commencing March 21, 2012
PRIVILEGES:	During the 1st 6 months, open on 3 months interest bonus; fully open thereafter.
GUARANTOR:	Sandy Craig Hutchens

REALTY TAXES

Realty taxes for 2011 amounted to $6,875.54 and have been paid in full.

INSURANCE

The property is covered by Wawanesa policy number HPC7404094 in the amount of $942,500.00. I have advised the insurance company of your interest as mortgagee and have requested an up-to-date certified copy of the policy, which will be forwarded to you upon receipt.

MISCELLANEOUS

From the proceeds of the mortgage advance, the writer attended to the payment of an exiting first mortgage on the property, which discharge of mortgage will be registered in due course.

The property which is the subject matter of the mortgage transaction is a house which was purchased for $760,000.00 in April, 2008.

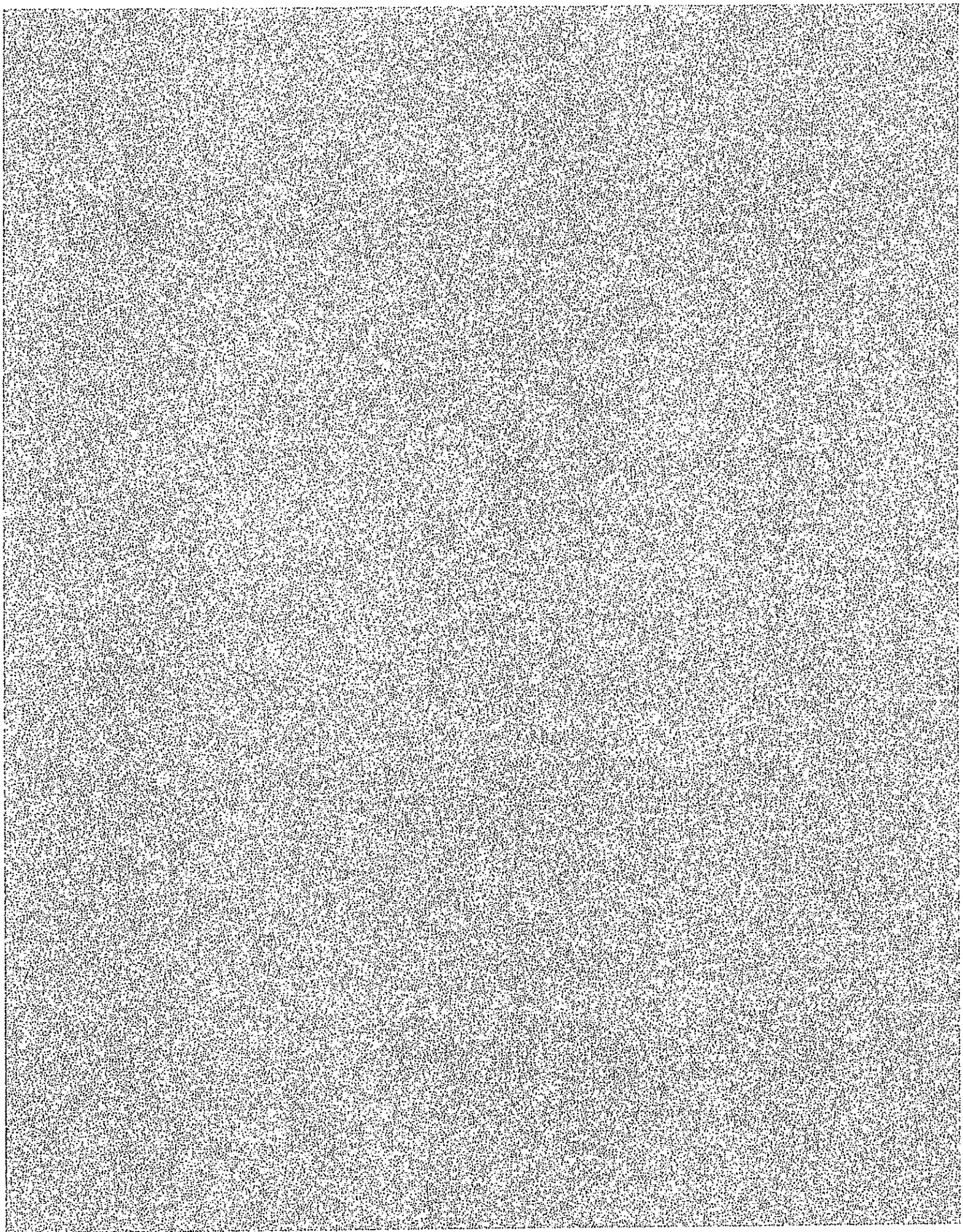
Mrs. Tatiana Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: LAPELL MANAGEMENT SERVICES INC. 1st Mortgage
Loan to HUTCHENS – 33 Theodore Place, Thornhill

STATEMENT OF MORTGAGE ADVANCE:

RECEIVED mortgage advance from Lapell Management		$532,000.00
PAID Toronto-Dominion Bank to discharge mortgage	$524,216.62	
PAID Lapell Management interest from Feb. 10, 2012 to Feb. 21, 2012, interest adjustment date	799.45	
PAID title insurance premium to First Canadian Title	214.92	
PAID Michael Spiro (my account set out below)	1,435.92	
BALANCE allocated as follows (as reflected in the respective statements of account):		
- 1889 Simcoe Blvd. mortgage transaction	2,851.29	
- 1479 Maple Road mortgage transaction	1,435.70	
- 1790 Cross Street mortgage transaction	1,046.10	
TRUST TOTALS (debits and credits)	$532,000.00	$532,000.00

TO MY FEE with respect to all matters relating to the mortgage transaction	$1,100.00
DISBURSEMENTS:	
Paid on search of title (including $3.64 HST)	41.64
Paid on writs of execution searches (including 78¢ HST)	34.78
Paid to register Charge/Mortgage (including $1.30 HST)	71.30
FEES AND DISBURSEMENTS CARRIED FORWARD	$1,247.72



FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,247.72
DISBURSEMENTS (continued):	
Paid for bank cheque certification	10.00
Paid for photocopies and fax	20.00
Paid for miscellaneous items	10.00
HST on Fees and applicable Disbursements	148.20
TOTAL Fees, Disbursements and HST	$1,435.92
RECEIVED transfer from trust account	1,435.92
BALANCE	Nil

This is my account herein
February 23, 2012

Michael Spiro

455

8285

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

February 23, 2012

Mrs. Dina Brik,
468 Beverly Glen Blvd.,
Thornhill, Ontario
L4J 7S2

Dear Madam:

Re: Dina Brik 1st Mortgage Loan to Tatiana Hutchens
1479 Maple Road, Innisfil

I am pleased to submit herewith my report in connection with the above-noted mortgage transaction.

THE TRANSACTION

The transaction wherein you advanced the sum of $200,000 on the security of a first mortgage on the above-noted property was completed on February 10, 2012 in accordance with the terms of a commitment communicated by you prior to that date.

THE SECURITY

The property which is the security for the mortgage, is known municipally as 1479 Maple Road and has a legal description cited as lot 6, plan 642, Innisfil.

TITLE

Title to the property is in the name of Tatiana Hutchens and the mortgage was given in favour of Dina Brik, which mortgage was registered in the Land Registry Office for Simcoe County on February 10, 2012 as Instrument Number SC962554.

You are now the registered owner of a good and marketable first mortgage on the property, subject only to my comments hereafter.

TERMS OF THE MORTGAGE

The mortgage given to you on closing contains the following terms and provisions:

PRINCIPAL AMOUNT:	$200,000.00
INTEREST RATE:	5% per annum
MATURITY DATE:	February 21, 2013
REPAYMENT SCHEDULE:	$833.33 interest only monthly, commencing March 21, 2012
PRIVILEGES:	open at any time without notice or bonus
GUARANTOR:	Sandy Craig Hutchens

REALTY TAXES

Realty taxes for 2011 amount to $5,280.25 and have been paid in full.

INSURANCE

The property is covered by Wawanesa Insurance policy number HPC7468999 in the amount of $201,000.00. I have advised the insurance company of your interest as mortgagee and have requested an up-to-date certified copy of the policy, which will be forwarded to you upon receipt.

MISCELLANEOUS

From the proceeds of the mortgage advance, the writer attended to the payment of an exiting first mortgage on the property.

The property which is the subject matter of the mortgage transaction is a rental cottage which was purchased for $422,000.00 in June, 2009.

ENCLOSURES

Enclosed herewith please find the following:

(1) Registered mortgage and standard charge terms;

(2) Copy of title insurance policy;

(3) Post-dated cheques (to be delivered to you by Tanya Hutchens);

(4) Heter Iska;

Mrs. Tatiana Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: BRIK 1st Mortgage Loan to HUTCHENS
1479 Maple Road, Innisfil

STATEMENT OF MORTGAGE ADVANCE:

RECEIVED mortgage advance from Dina Brik		$200,000.00
RECEIVED trust transfer from mortgage advance re. 33 Theodore Place (as per my account with respect to that transaction)		1,435.70
PAID Toronto-Dominion Bank to discharge mortgage	$199,528.00	
PAID Dina Brik interest from Feb. 10, 2012 to Feb. 21, 2012, interest adjustment date	300.55	
PAID title insurance premium to First Canadian Title	214.92	
PAID Michael Spiro (my account set out below)	1,392.23	
TRUST TOTALS (debits and credits)	$201,435.70	$201,435.70

TO MY FEE with respect to all matters relating to the mortgage transaction $1,100.00

DISBURSEMENTS:

Paid on search of title (including $2.73 HST)	32.73
Paid to register Charge/Mortgage (including $1.30 HST)	71.30
Paid for bank cheque certification	10.00
Paid for photocopies and fax	20.00
Paid for miscellaneous items	10.00

FEES AND DISBURSEMENTS CARRIED FORWARD $1,244.03

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,244.03
HST on Fees and applicable Disbursements	148.20
TOTAL Fees, Disbursements and HST	$1,392.23
RECEIVED transfer from trust account	1,392.23
BALANCE	Nil

This is my account herein
February 23, 2012

Michael Spiro

DECLARATION OF TRUST

Re: Dina Brik 1st mortgage loan to Tatiana Hutchens, 1479 Maple St.,Innisfil-$200,000

I hereby acknowledge and declare that I hold the mortgage above referred to in trust for Daniel Hutchens, Joshua Hutchens and Breanna Hutchens("Hutchens children")

I hold the said mortgage for the sole benefit, use and enjoyment of the said Hutchens children and shall deal with the mortgage only upon and subject to their instructions or to the instructions of their legal guardian.

All future obligations for the maintenance and all costs incidental to the said mortgage are to be borne by the said Hutchens children.

Dated this 10th day of February , 2012

SIGNED, SEALED AND DELIVERED)
in the presence of)
)
)
)
)
)
)

M SPIRO

Dina Brik

928C 460

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

February 23, 2012

Mrs. Dina Brik,
468 Beverly Glen Blvd.,
Thornhill, Ontario
L4J 7S2

Dear Madam:

Re: Dina Brik 1st Mortgage Loan to Tatiana Hutchens
1790 Cross St., Innisfil

I am pleased to submit herewith my report in connection with the above-noted mortgage transaction.

THE TRANSACTION

The transaction wherein you advanced the sum of $80,750 on the security of a first mortgage on the above-noted property was completed on February 10, 2012 in accordance with the terms of a commitment communicated by you prior to that date.

THE SECURITY

The property which is the security for the mortgage, is known municipally as ~~1479 Maple Road~~ 1790 Cross St. and has a legal description cited as lot 1, plan 978, Innisfil.

TITLE

Title to the property is in the name of Tatiana Hutchens and the mortgage was given in favour of Dina Brik, which mortgage was registered in the Land Registry Office for Simcoe County on February 10, 2012 as Instrument Number SC962560.

You are now the registered owner of a good and marketable first mortgage on the property, subject only to my comments hereafter.

TERMS OF THE MORTGAGE

The mortgage given to you on closing contains the following terms and provisions:

PRINCIPAL AMOUNT:	$80,750.00
INTEREST RATE:	5% per annum
MATURITY DATE:	February 21, 2012
REPAYMENT SCHEDULE:	$336.45 interest only monthly, commencing March 21, 2012
PRIVILEGES:	open at any time without notice or bonus
GUARANTOR:	Sandy Craig Hutchens

REALTY TAXES

Realty taxes for 2011 amount to $2295.01 and have been paid in full.

INSURANCE

The property is covered by Wawanesa Insurance policy number HPC7468999 in the amount of $173,500.00. I have advised the insurance company of your interest as mortgagee and have requested an up-to-date certified copy of the policy, which will be forwarded to you upon receipt.

MISCELLANEOUS

From the proceeds of the mortgage advance, the writer attended to the payment of an exiting first mortgage on the property.

The property which is the subject matter of the mortgage transaction is a rental cottage which was purchased for $161,500.00 in March, 2009.

ENCLOSURES

Enclosed herewith please find the following:

(1) Registered mortgage and standard charge terms;

(2) Copy of title insurance policy;

(3) Post-dated cheques (to be delivered to you by Tanya Hutchens);

(4) Heter Iska;

Mrs. Tatiana Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: BRIK 1st Mortgage Loan to HUTCHENS
1790 Cross Street, Innisfil

STATEMENT OF MORTGAGE ADVANCE:

RECEIVED mortgage advance from Dina Brik		$80,750.00
RECEIVED trust transfer from mortgage advances as follows: re. 33 Theodore Place		1,046.10
re. 1779 Cross Street		496.51
(as per my accounts with respect to those transactions)		
PAID Toronto-Dominion Bank to discharge mortgage	$80,555.21	
PAID Dina Brik interest from Feb. 10, 2012 to Feb. 21, 2012, interest adjustment date	121.34	
PAID title insurance premium to First Canadian Title	214.92	
PAID Michael Spiro (my account set out below)	1,401.14	
TRUST TOTALS (debits and credits)	$82,292.61	$82,292.61

TO MY FEE with respect to all matters relating to the mortgage transaction	$1,100.00
DISBURSEMENTS:	
Paid on search of title (including $3.64 HST)	41.64
Paid to register Charge/Mortgage (including $1.30 HST)	71.30
Paid for bank cheque certification	10.00
FEES AND DISBURSEMENTS CARRIED FORWARD	$1,222.94

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,222.94
DISBURSEMENTS (continued):	
Paid for photocopies and fax	20.00
Paid for miscellaneous items	10.00
HST on Fees and applicable Disbursements	148.20
TOTAL Fees, Disbursements and HST	$1,401.14
RECEIVED transfer from trust account	1,401.14
BALANCE	Nil

This is my account herein
February 23, 2012

Michael Spiro

DECLARATION OF TRUST

Re: Dina Brik 1st mortgage loan to Tatiana Hutchens, 1790 Cross St., Innisfil-$85,000

I hereby acknowledge and declare that I hold the mortgage above referred to in trust for Daniel Hutchens, Joshua Hutchens and Breanna Hutchens("Hutchens children")

I hold the said mortgage for the sole benefit, use and enjoyment of the said Hutchens children and shall deal with the mortgage only upon and subject to their instructions or to the instructions of their legal guardian.

All future obligations for the maintenance and all costs incidental to the said mortgage are to be borne by the said Hutchens children.

Dated this 10th day of February , 2012

SIGNED, SEALED AND DELIVERED)
in the presence of)

Dina Brik

8284 465

MICHAEL SPIRO, M.A., LL.B.

BARRISTER AND SOLICITOR

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

February 23, 2012

Lapell Management Services Inc.
46 Gloucester Grove,
Toronto, Ontario M6C 2A1

Dear Sirs:

Re: Lapell Management 1st Mortgage loan to Hutchens,
1889 Simcoe Blvd., Innisfil

I am pleased to submit herewith my report in connection with the above-noted mortgage transaction.

THE TRANSACTION

The transaction wherein you advanced the sum of $159,000.00 on the security of a first mortgage on the above-noted property was completed on February 10, 2012 in accordance with the terms of a commitment communicated by you prior to that date.

THE SECURITY

The property which is the security for the mortgage, is known municipally as 1889 Simcoe Blvd., Innisfil and has a legal description cited as lot 31, plan 657, Innisfil.

TITLE

Title to the property is in the name of Tatiana Hutchens and the mortgage was given in favour of Lapell Management Services Inc., which mortgage was registered in the Land Registry Office for Simcoe County on February 10, 2012 as Instrument Number SC962544.

You are now the registered owner(s) of a good and marketable first mortgage on the property, subject only to my comments hereafter.

TITLE MATTERS

As reviewed with you prior to closing, the title to the property is subject to certain agreements as follows:

Restrictive covenants re: building requirements.

TERMS OF THE MORTGAGE

The mortgage given to you on closing contains the following terms and provisions:

PRINCIPAL AMOUNT:	$159,000.00
INTEREST RATE:	5%
MATURITY DATE:	February 21, 2013
REPAYMENT SCHEDULE:	interest only monthly- $662.50, commencing March 21, 2012
PRIVILEGES:	During first 6 months, open on 3 months interest bonus; fully open thereafter.
GUARANTOR:	Sandy Craig Hutchens

REALTY TAXES

Realty taxes for 2011 amounts to $3,994.72 and all instalments owing to date have been paid.

INSURANCE

The property is covered by Wawanesa policy number HPC7404094 in the amount of $120,500.00. I have advised the insurance company of your interest as mortgagee and have requested an up-to-date certified copy of the policy, which will be forwarded to you upon receipt.

MISCELLANEOUS

From the proceeds of the mortgage advance, the writer attended to the payment of an exiting first mortgage on the property, which discharge of mortgage will be registered in due course.

The property which is the subject matter of the mortgage transaction is a rental cottage which was purchased for $350,000.00 in September, 2008.

Mrs. Tatiana Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: LAPELL MANAGEMENT SERVICES INC. 1st Mortgage
Loan to HUTCHENS – 1889 Simcoe Boulevard, Innisfil

STATEMENT OF MORTGAGE ADVANCE:

RECEIVED mortgage advance from Lapell Management		$159,000.00
RECEIVED trust transfer from mortgage advance re. 33 Theodore Place (as per my account with respect to that transaction)		2,851.29
PAID Toronto-Dominion Bank to discharge mortgage	$160,005.21	
PAID Lapell Management interest from Feb. 10, 2012 to Feb. 21, 2012, interest adjustment date	238.93	
PAID title insurance premium to First Canadian Title	214.92	
PAID Michael Spiro (my account set out below)	1,392.23	
TRUST TOTALS (debits and credits)	$161,851.29	$161,851.29

TO MY FEE with respect to all matters relating to the mortgage transaction $1,100.00

DISBURSEMENTS:

Paid on search of title (including $2.73 HST)	32.73
Paid to register Charge/Mortgage (including $1.30 HST)	71.30
Paid for bank cheque certification	10.00
Paid for photocopies and fax	20.00
Paid for miscellaneous items	10.00
FEES AND DISBURSEMENTS CARRIED FORWARD	$1,244.03

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,244.03
HST on Fees and applicable Disbursements	148.20
TOTAL Fees, Disbursements and HST	$1,392.23
RECEIVED transfer from trust account	1,392.23
BALANCE	Nil

This is my account herein
February 23, 2012

Michael Spiro

469

8312

MICHAEL SPIRO, M.A., LL.B,

BARRISTER AND SOLICITOR.

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

May 3, 2012

3415 Errington Avenue Inc.
c/o Mrs. Tanya Hutchens
33 Theodore Place,
Thornhill, Ontario L4J 8E2

Dear Madam:

Re: 3415 Errington Avenue Inc.- First Mortgage Loan
from Bank of Montreal, 3415 Errington Avenue, Sudbury

This letter will confirm that the above-noted mortgage transaction was closed on April 24, 2012, at which time a first mortgage for $115,000.00, together with additional security, was registered against the property. The mortgage is for a term of 5 years, at an interest rate of 4.95%, maturing April 30, 2017 and repayable $906.42 monthly, with first regular payment commencing May 31, 2012. In accordance with my advice to you I assume that you have made arrangements with the Bank of Montreal for the April 30th payment.

Enclosed herewith please find a photocopy of my letter to the Bank of Montreal, together with copies of all documents, in particular, the PPSA registration, for your records.

Enclosed herewith please find my statement of account.

Yours very truly,

MS:es

Michael Spiro

3415 Errington Avenue Inc.
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: 3415 ERRINGTON AVENUE INC.
1st Mortgage Loan from BANK OF MONTREAL
3415 Errington Avenue, Chelmsford

STATEMENT OF TRUST FUNDS:

RECEIVED mortgage advance from Bank of Montreal		$115,000.00
PAID Toronto-Dominion Bank to discharge mortgage	$ 98,629.84	
PAID title insurance premium to First Canadian Title	432.00	
PAID Michael Spiro (my account set out below)	1,758.40	
PAID Michael Spiro:		
- account dated February 2, 2012 re. 17 Serpentine Street Inc. loan from Lapell Management Services	1,585.44	
- account dated April 2, 2012 re. resolutions etc. relating to 14 corporations, etc.	5,811.80	
- account dated May 2, 2012 re. loan from Meridian Credit Union, 1479 Maple Road, Innisfil	1,525.84	
- account dated May 2, 2012 re. loan from Meridian Credit Union, 1790 Cross Street, Innisfil	1,513.58	
BALANCE paid to 2321676 Ontario Inc., by direction (cheque enclosed)	3,743.10	
TRUST TOTALS (debits and credits)	$115,000.00	$115,000.00

TO MY FEE with respect to all matters relating to the mortgage transaction	$1,000.00
DISBURSEMENTS:	
Paid on search of title (including $5.72 HST)	66.72
Paid for writs of execution searches (including 78¢ HST)	28.78
FEES AND DISBURSEMENTS CARRIED FORWARD	$1,095.50

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,095.50
DISBURSEMENTS (continued):	
Paid on corporate searches, (profile report, bankruptcy, status, PPSA including conveyancer's fee)	250.00
Paid for PPSA registration (including conveyancer's fee)	100.00
Paid to register Charge/Mortgage (including $1.30 HST)	71.30
Paid for bank cheque certification	10.00
Paid for copies	40.00
Paid for miscellaneous items	20.00
HST on Fees and applicable Disbursements	171.60
TOTAL Fees, Disbursements and HST	$1,758.40
RECEIVED transfer from trust account	1,758.40
BALANCE	Nil

This is my account herein
May 2, 2012

Michael Spiro

472
8313

MICHAEL SPIRO, M.A., LL.B,

BARRISTER AND SOLICITOR.

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

May 3, 2012

3419 Errington Avenue Inc.
c/o Mrs. Tanya Hutchens
33 Theodore Place,
Thornhill, Ontario L4J 8E2

Dear Madam:

Re: 3419 Errington Avenue Inc.- First Mortgage Loan
from Bank of Montreal, 3419 Errington Avenue, Sudbury

This letter will confirm that the above-noted mortgage transaction was closed on April 24, 2012, at which time a first mortgage for $115,000.00, together with additional security, was registered against the property. The mortgage is for a term of 5 years, at an interest rate of 4.95%, maturing April 30, 2017 and repayable $906.42 monthly, with first regular payment commencing May 31, 2012. In accordance with my advice to you I assume that you have made arrangements with the Bank of Montreal for the April 30th payment.

Enclosed herewith please find a photocopy of my letter to the Bank of Montreal, together with copies of all documents, in particular, the PPSA registration, for your records.

Enclosed herewith please find my statement of account.

Yours very truly,

MS:es

Michael Spiro

3419 Errington Avenue Inc.
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: 3419 ERRINGTON AVENUE INC.
1st Mortgage Loan from BANK OF MONTREAL
3419 Errington Avenue, Chelmsford

STATEMENT OF TRUST FUNDS:

RECEIVED mortgage advance from Bank of Montreal		$115,000.00
PAID Toronto-Dominion Bank to discharge mortgage	$ 98,635.76	
PAID title insurance premium to First Canadian Title	432.00	
PAID to Michael Spiro (my account set out below)	1,734.35	
BALANCE paid to 2321676 Ontario Inc., by direction (cheque enclosed herewith)	14,197.89	
TRUST TOTALS (debits and credits)	$115,000.00	$115,000.00

TO MY FEE with respect to all matters relating to the mortgage transaction	$1,000.00
DISBURSEMENTS:	
Paid on search of title (including $2.73 HST)	32.73
Paid for writs of execution searches (including 78¢ HST)	28.78
Paid on corporate searches, (profile report, bankruptcy, status, PPSA including conveyancer's fee)	250.00
Paid for PPSA registration (including conveyancer's fee)	100.00
Paid to register Charge/Mortgage (including $1.30 HST)	71.30
Paid for courier delivery (including $1.14 HST)	9.94
Paid for bank cheque certification	10.00
Paid for copies	40.00
Paid for miscellaneous items	20.00
HST on Fees and applicable Disbursements	171.60
TOTAL Fees, Disbursements and HST	$1,734.35
RECEIVED transfer from trust account	1,734.35
BALANCE	Nil

This is my account herein
May 2, 2012

Michael Spiro

8317 474

MICHAEL SPIRO, M.A., LL.B,
BARRISTER AND SOLICITOR.

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

May 3, 2012

Mrs. Tanya Hutchens
33 Theodore Place,
Thornhill, Ontario L4J 8E2

Dear Madam:

Re: Hutchens- First Mortgage Loan from
Meridian Credit Union Ltd., 1790 Cross St., Innisfil

This letter will confirm that the above-noted transaction was closed on April 26, 2012, in accordance with a mortgage commitment received from Meridian Credit Union Limited.

As explained to you, the mortgage document on its face shows an interest rate of 24% and is payable on demand; however, the actual interest rate is in accordance with whatever your arrangements are with Meridian Credit Union Limited. The mortgage in favour of Dina Brik was postponed by Dina Brik to Meridian Credit Union Limited, as first mortgagee.

Enclosed herewith please find relevant documentation with respect to the mortgage loan together with my statement of account.

Yours very truly,

MS:es

Michael Spiro

Mrs. Tatiana Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: HUTCHENS 1st Mortgage Loan from
MERIDIAN CREDIT UNION LIMITED
1790 Cross Street, Innisfil

TO MY FEE with respect to all matters relating to the mortgage transaction, as more particularly outlined in my reporting letter	$1,000.00
DISBURSEMENTS:	
Paid on search of title (including $2.86 HST)	34.86
Paid title insurance premium to First Canadian Title	160.92
Paid to register Charge/Mortgage (including $1.30 HST)	71.30
Paid to register Dina Brik's Postponement of Mortgage (including $1.30 HST)	71.30
Paid for copies	20.00
Paid for miscellaneous items	20.00
HST on Fees and applicable Disbursements	135.20
TOTAL Fees, Disbursements and HST	$1,513.58
RECEIVED trust transfer from 3415 Errington Avenue Inc. loan from Bank of Montreal (as per my account therein)	1,513.58
BALANCE	Nil

This is my account herein
May 2, 2012

Michael Spiro

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SOLICITOR'S FINAL REPORT ON TITLE
TO MERIDIAN CREDIT UNION LIMITED

FROM: MICHAEL SPIRO

Re: **MERIDIAN CREDIT UNION LIMITED** 1st Mortgage Loan to HUTCHENS, 1790 Cross St., Innisfil
Meridian Reference / Account No. 4330353

The above noted mortgage loan was completed in accordance with your instructions dated April 10, 2012. All requirements in the instructions to Solicitor relating to title insurance and additional title and non-title issues have been met.

In this regard we confirm and continue our interim report to you dated April 25, 2012, as follows:

MORTGAGOR(S): HUTCHENS, Tatiana

GUARANTOR(S): n/a

SECURITY:
Municipal Address: 1790 Cross Street, Innisfil, Ontario
Brief Legal Description: Lot 1, Plan 978, Town of Innisfil, County of Simcoe
Property Identification Number: 58069 - 0103 (LT)

The property will be insured by title insurance without exceptions or qualifications by the Title Insurance Company set out below. All requirements in the instructions to solicitor relating to title insurance and non title issues have been met.

Name of Title Insurance Company: FCT Insurance Company Ltd.

Policy Number: ONGLT120425002492

MORTGAGE
Amount of Mortgage: $85,000.00
Date of Registration: April 26, 2012
Registration Number: SC976633

Insurance:
We have verified that the property is insured for an amount not less than the full insurable value of the improvements against fire and lightning including extended coverage and that loss is payable to you as first mortgagee. The policy is subject to the standard mortgage clause of the Insurance Bureau of Canada.

Company: Wawanesa Mutual Insurance Company — Policy No: HPC7468999
Amount: $180,500 — Expiry Date: March 31, 2013
Agent: D. L. Deeks Insurance Services Inc.

Liens and Encumbrances
Details of liens and encumbrances, all of which were approved by Meridian Credit Union before the registration/advance of funds, are as follows:

NATURE OF INSTRUMENT AND REGISTRATION NO.	MORTGAGEE/CLAIMANT	AMOUNT OWING/CLAIMED

No Liens or Encumbrances. As reported in my Interim Report, Notices of Security Interest registered on title by Morenergy Services Inc. relating to a tankless water heater on the premises.

Enclosures:
We herewith enclose the following for your records

☒ Duplicate registered copy of Mortgage (or Charge) No. SC976633

☒ Fire Policy with loss payable to Meridian Credit Union Limited and with standard mortgage clause attached.

☐ Surveyor's Certificate or Plan free of any encroachments not previously approved.

☒ Other essential documents not previously forwarded and listed hereunder:
- Postponement of Interest registered on April 26, 2012 as No. SC976634 whereby Dina Brik postpones her mortgage (No. SC962560) in favour of Meridian's mortgage (No. SC976633) thereby putting Meridian mortgage in first place.

☒ This charge was registered electronically:

☒ Signed Acknowledgement and Direction (with any Additional Provisions to the charge)

☐ If applicable, the Guarantee and Postponement of Claim or Guarantee signed by the guarantors, with an Acknowledgement and Direction signed by the mortgagors attached, initialed by the guarantors and referenced in the Guarantee

☒ A print out of the electronic charge once registered (with any Additional Provisions to the charge attached thereto); and

☒ Fire Policy with loss payable to Meridian Credit Union Limited and with standard mortgage clause attached.

Date: May 3, 2012

MICHAEL SPIRO
(LAW FIRM)

Per: _____
Signature of Solicitor

Address: 3625 Dufferin Street, Suite 207, Toronto, Ontario, M3K 1Z2
Phone: 416-630-1370 Fax: 416-633-2229

Meridian™

SOLICITOR'S INTERIM REPORT / REQUISITION FOR FUNDS

The Solicitor's Interim Report / Requisition for Funds, completed in full (including Title Insurance Certificate / Policy Number) is to be faxed to Meridian Credit Union at least 2 business days prior to the date funds are required.

Re: Meridian Credit Union Ref. No.: 4330353

Mortgagor(s): HUTCHENS, Tatiana	Guarantor(s): n/a
Civic Address of Property Mortgaged: 1790 Cross Street, Innisfil, Ontario	Legal Description: Lot 1, Plan 978, Town of Innisfil, County of Simcoe
Mortgage Amount: $85,000.00	Mortgage Position: ☒ FIRST ☐ SECOND
Amount Requisitioned: $ Nil	Interest Adjustment Date / Date Funds Required: Closing: April 26, 2012
Amount of Fire Insurance coverage: ☐ $ ☒ FULL INSURABLE VALUE	Name of Municipal Tax Office: Town of Innisfil
Roll No.: 4316 010-022-04000 Annual Tax Amount: $2,295.01 (2011)	Next Installment Due Date: April 30, 2012 Property Taxes Outstanding: $

THE UNDERSIGNED HEREBY CERTIFIES THAT WHEN THIS ADVANCE IS MADE:

1. The Mortgagor(s) will have executed a Mortgage in accordance with your Instructions, Mortgage Commitment and any subsequent Amendments, if applicable.
2. The Mortgage will be title insured by the Title Insurance Company set out below without any exceptions or qualifications except those set out in the Insurer's standard form of policy.
3. All requirements in the Instructions to Solicitor relating to title insurance and additional title and non-title issues will have been met.
4. Details of Fire, Hazard and other insurance as specified in your instructions will have been verified.
5. Your requirements with respect to Guarantors and the taking of collateral security, as defined in your Mortgage Commitment and your instructions will have been met.
6. All Tax Bills issued up to the Interest Adjustment Date will have been paid in full.
7. Unless otherwise recorded below, all registered restrictions or building / zoning by-laws and regulations and provincial statutes will have been complied with and there are no easements, encroachments or other qualifications (including taxes) EXCEPT as noted below. You were informed of these matters prior to this report and these were accepted by you. They are detrimental neither to your security nor to the marketability of title. (PARTICULARS OF EXCEPTIONS)
   Notices of Security Interest registered on title by Morenergy Services Inc. relating to a tankless water heater on the premises.

Name of Title Insurance Company: FCT Insurance Company Ltd.	Individual Title Insurance Certificate / Policy Number: ONGLT120425002492

***** Please fax the Acknowledgement/Certificate of confirmation of Title Insurance Policy. We require this prior to closing*****

Date: April 25, 2012

Signature of Solicitor

☐ Funds to be Purolated to your Law Firm (address below) – billed to your Purolator Acct # n/a

☐ Funds to be picked up at the local Meridian Credit Union branch located at n/a

Name of Law Firm: MICHAEL SPIRO	Phone: 416-630-1370 (Ex 231 or 251)
Mailing Address: 3625 Dufferin Street, Suite 207, Toronto, Ontario, M3K 1Z2	Fax: 416-633-2229

836 478

MICHAEL SPIRO, M.A., LL.B,
BARRISTER AND SOLICITOR.

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

May 3, 2012

Mrs. Tanya Hutchens
33 Theodore Place,
Thornhill, Ontario L4J 8E2

Dear Madam:

Re: Hutchens- First Mortgage Loan from
Meridian Credit Union Ltd., 1479 Maple Road, Innisfil

This letter will confirm that the above-noted transaction was closed on April 26, 2012, in accordance with a mortgage commitment received from Meridian Credit Union Limited.

As explained to you, the mortgage document on its face shows an interest rate of 24% and is payable on demand, however, the actual interest rate is in accordance with whatever your arrangements are with Meridian Credit Union Limited. The mortgage in favour of Dina Brik was postponed by Dina Brik to Meridian Credit Union Limited, as first mortgagee.

Enclosed herewith please find relevant documentation with respect to the mortgage loan together with my statement of account.

Yours very truly,

MS:es

Michael Spiro

Mrs. Tatiana Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: HUTCHENS 1st Mortgage Loan from
MERIDIAN CREDIT UNION LIMITED
1479 Maple Road, Innisfil

TO MY FEE with respect to all matters relating to the mortgage transaction, as more particularly outlined in my reporting letter	$1,000.00
DISBURSEMENTS:	
Paid on search of title (including $2.73 HST)	32.73
Paid for writs of execution searches (including 39¢ HST)	14.39
Paid title insurance premium to First Canadian Title	160.92
Paid to register Charge/Mortgage (including $1.30 HST)	71.30
Paid to register Dina Brik's Postponement of Mortgage (including $1.30 HST)	71.30
Paid for copies	20.00
Paid for miscellaneous items	20.00
HST on Fees and applicable Disbursements	135.20
TOTAL Fees, Disbursements and HST	$1,525.84
RECEIVED trust transfer from 3415 Errington Avenue Inc. loan from Bank of Montreal (as per my account therein)	1,525.84
BALANCE	Nil

This is my account herein
May 2, 2012

Michael Spiro

480

SOLICITOR'S FINAL REPORT ON TITLE
TO MERIDIAN CREDIT UNION LIMITED

FROM: MICHAEL SPIRO

Re: **MERIDIAN CREDIT UNION LIMITED** 1st Mortgage Loan to HUTCHENS, 1479 Maple Road, Innisfil
Meridian Reference / Account No. 4330353

The above noted mortgage loan was completed in accordance with your instructions dated April 10, 2012. All requirements in the instructions to Solicitor relating to title insurance and additional title and non-title issues have been met.

In this regard we confirm and continue our interim report to you dated April 25, 2012, as follows:

MORTGAGOR(S): HUTCHENS, Tatiana

GUARANTOR(S): n/a

SECURITY:
Municipal Address: 1479 Maple Road, Innisfil, Ontario
Brief Legal Description: Lot 6, Plan 642, Town of Innisfil, County of Simcoe
Property Identification Number: 58068 - 0102 (LT)

The property will be insured by title insurance without exceptions or qualifications by the Title Insurance Company set out below. All requirements in the instructions to solicitor relating to title insurance and non title issues have been met.

Name of Title Insurance Company: FCT Insurance Company Ltd.
Policy Number: ONGLT120425002481

MORTGAGE
Amount of Mortgage: $200,000.00
Date of Registration: April 26, 2012
Registration Number: SC976621

Insurance:
We have verified that the property is insured for an amount not less than the full insurable value of the improvements against fire and lightning including extended coverage and that loss is payable to you as first mortgagee. The policy is subject to the standard mortgage clause of the Insurance Bureau of Canada.

Company: Wawanesa Mutual Insurance Company — Policy No: HPC7468999
Amount: $209,500 — Expiry Date: March 31, 2013
Agent: D. L. Deeks Insurance Services Inc.

Liens and Encumbrances
Details of liens and encumbrances, all of which were approved by Meridian Credit Union before the registration/advance of funds, are as follows:

NATURE OF INSTRUMENT AND REGISTRATION NO.	MORTGAGEE/CLAIMANT	AMOUNT OWING/CLAIMED
None		

Enclosures:
We herewith enclose the following for your records

- ☒ Duplicate registered copy of Mortgage (or Charge) No. SC976621
- ☒ Fire Policy with loss payable to Meridian Credit Union Limited and with standard mortgage clause attached.
- ☐ Surveyor's Certificate or Plan free of any encroachments not previously approved.
- ☒ Other essential documents not previously forwarded and listed hereunder:
  - Postponement of Interest registered on April 26, 2012 as No. SC976627 whereby Dina Brik postpones her mortgage (No. SC962554) in favour of Meridian's mortgage (No. SC976621) thereby putting Meridian mortgage in first place.
- ☒ This charge was registered electronically:
  - ☒ Signed Acknowledgement and Direction (with any Additional Provisions to the charge)
  - ☐ If applicable, the Guarantee and Postponement of Claim or Guarantee signed by the guarantors, with an Acknowledgement and Direction signed by the mortgagors attached, initialed by the guarantors and referenced in the Guarantee
  - ☒ A print out of the electronic charge once registered (with any Additional Provisions to the charge attached thereto); and
  - ☒ Fire Policy with loss payable to Meridian Credit Union Limited and with standard mortgage clause attached.

Date: May 3, 2012

MICHAEL SPIRO
(LAW FIRM)

Per: _____
Signature of Solicitor

Address: 3625 Dufferin Street, Suite 207, Toronto, Ontario, M3K 1Z2

Phone: 416-630-1370 Fax: 416-633-2229

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SOLICITOR'S INTERIM REPORT / REQUISITION FOR FUNDS

The Solicitor's Interim Report / Requisition for Funds, completed in full (including Title Insurance Certificate / Policy Number) is to be faxed to Meridian Credit Union at least 2 business days prior to the date funds are required.

Re: Meridian Credit Union Ref. No.: 4330353

Mortgagor(s): HUTCHENS, Tatiana	Guarantor(s): n/a
Civic Address of Property Mortgaged: 1479 Maple Road, Innisfil, Ontario	Legal Description: Lot 6, Plan 642, Town of Innisfil, County of Simcoe
Mortgage Amount: $200,000.00	Mortgage Position: ☒ FIRST ☐ SECOND
Amount Requisitioned: $ Nil	Interest Adjustment Date / Date Funds Required: Closing: April 26, 2012
Amount of Fire Insurance coverage: ☐ $ ☒ FULL INSURABLE VALUE	Name of Municipal Tax Office: Town of Innisfil
Roll No.: 4316 010-014-07800 Annual Tax Amount: $5,280.25 (2011)	Next Installment Due Date: April 30, 2012 Property Taxes Outstanding: $

THE UNDERSIGNED HEREBY CERTIFIES THAT WHEN THIS ADVANCE IS MADE:

1. The Mortgagor(s) will have executed a Mortgage in accordance with your Instructions, Mortgage Commitment and any subsequent Amendments, if applicable.
2. The Mortgage will be title insured by the Title Insurance Company set out below without any exceptions or qualifications except those set out in the insurer's standard form of policy.
3. All requirements in the Instructions to Solicitor relating to title insurance and additional title and non-title issues will have been met.
4. Details of Fire, Hazard and other insurance as specified in your instructions will have been verified.
5. Your requirements with respect to Guarantors and the taking of collateral security, as defined in your Mortgage Commitment and your instructions will have been met.
6. All Tax Bills issued up to the Interest Adjustment Date will have been paid in full.
7. Unless otherwise recorded below, all registered restrictions or building / zoning by-laws and regulations and provincial statutes will have been complied with and there are no easements, encroachments or other qualifications (including taxes) EXCEPT as noted below. You were informed of these matters prior to this report and these were accepted by you. They are detrimental neither to your security nor to the marketability of title. (PARTICULARS OF EXCEPTIONS)

Name of Title Insurance Company: FCT Insurance Company Ltd.	Individual Title Insurance Certificate / Policy Number: ONGLT120425002481

***** Please fax the Acknowledgement/Certificate of confirmation of Title Insurance Policy. We require this prior to closing*****

Date: April 25, 2012

Signature of Solicitor

☐ Funds to be Purolated to your Law Firm (address below) – billed to your Purolator Acct # n/a

☐ Funds to be picked up at the local Meridian Credit Union branch located at n/a

Name of Law Firm: MICHAEL SPIRO	Phone: 416-630-1370 (Ex 231 or 251)
Mailing Address: 3625 Dufferin Street, Suite 207, Toronto, Ontario, M3K 1Z2	Fax: 416-633-2229

8338 . 482

MICHAEL SPIRO, M.A., LL.B,

BARRISTER AND SOLICITOR.

3625 DUFFERIN STREET • SUITE 207
TORONTO, ONTARIO
M3K 1Z2

TELEPHONE: (416) 630-1370
FAX: (416) 633-2229

July 9, 2012

Mrs. Tanya Hutchens
33 Theodore Place,
Thornhill, Ontario L4J 8E2

Dear Tanya:

Re: Hutchens- First Mortgage Loan from
Meridian Credit Union Ltd., 33 Theodore Place, Vaughan

This letter will confirm that the above-noted transaction was closed on June 27, 2012, in accordance with a mortgage commitment received from Meridian Credit Union Limited.

As explained to you, the mortgage document on its face shows an interest rate of 24% and is payable on demand; however, the actual interest rate is in accordance with whatever your arrangements are with Meridian Credit Union Limited. The mortgage in favour of Lapell Management Services Inc. was discharged on closing.

Enclosed herewith please find relevant documentation with respect to the mortgage loan together with my statement of account.

Yours very truly,

MS:es

Michael Spiro

Mrs. Tatiana Hutchens
33 Theodore Place
Thornhill, Ontario
L4J 8E2

Re: HUTCHENS 1st Mortgage Loan from
MERIDIAN CREDIT UNION LIMITED
33 Theodore Place, Thornhill

STATEMENT OF TRUST FUNDS:

RECEIVED mortgage advance from Meridian Credit Union Limited		$535,000.00
PAID Lapell Management Services Inc. to discharge mortgage	$534,903.93	
PAID balance to Michael Spiro (in partial payment of my account set out below)	96.07	
TRUST TOTALS (debits and credits)	$535,000.00	$535,000.00

TO MY FEE with respect to all matters relating to the mortgage transaction	$1,000.00
TO MY FEE with respect to all matters relating to discharge of the Lapell Management Services mortgage	250.00
DISBURSEMENTS:	
Paid on subsearch of title (including $2.86 HST)	34.86
Paid for writs of execution searches (including 78¢ HST)	28.78
Paid to register Charge/Mortgage (including $1.30 HST)	71.30
Paid to register Lapell Discharge of Charge (including $1.30 HST)	71.30
Paid title insurance premium to First Canadian Title	160.92
Paid for courier delivery (including $2.30 HST)	20.00
Paid for bank cheque certification	10.00
Paid for copies	20.00
Paid for miscellaneous items	20.00
FEES AND DISBURSEMENTS CARRIED FORWARD	$1,687.16

FEES AND DISBURSEMENTS BROUGHT FORWARD	$1,687.16
HST on Fees and applicable Disbursements	169.00
TOTAL Fees, Disbursements and HST	$1,856.16
RECEIVED transfer from trust account	96.07
BALANCE due and owing to Michael Spiro	**$1,760.09**

This is my account herein
July 9, 2012

Michael Spiro

Notes

Notes

Notes

Notes

Notes

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Amanda Binelli

From: Gary Caplan <GCaplan@mcr.law>
Sent: Wednesday, March 13, 2019 2:25 PM
To: 'justin@necpal.com'; 'psmith@dmlaw.ca'; 'jzibarras@millerthomson.com'; 'tliu@naymarklaw.com'; 'dnaymark@naymarklaw.com'; 'Sachdeva, Bobby'
Subject: Hutchens, Tanya,: Receivership
Attachments: Resized_20190313_130642.jpg; Resized_20190313_130716.jpg

I was able to contact my client by phone today. She home and recovering. She has sent to me her prescription and doctor note which is attached and hopefully you can open.

I have received now from Mr. Spiro the last of a collection of reporting letters regarding real estate acquisitions and financing, and trust agreements. I was in the process of finalizing a responding affidavit which would have contained them when my client fell ill.

I have been unable to finalize the affidavit given her state of health.

I propose to forward you these documents to you now and I will have to file the affidavit in due course.

This is the best I can do for now.

Gary M. Caplan, LL.B. LL.M
Barrister, Certified Mediator, Chartered Arbitrator
Certified Specialist in Civil Litigation
Tel: (416) 596-7796 | Fax: (855) 880-6271 | gcaplan@mcr.law

MCR | MASON CAPLAN ROTI LLP

350 Bay Street, Suite 600
Toronto, Ontario M5H 2S6
www.mcr.law

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Amanda Binelli

From: gary caplan <garycaplan1952@icloud.com>
Sent: Wednesday, March 13, 2019 2:14 PM
To: gcaplan@mcr.law
Subject: Resized_20190313_130642.jpg

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Amanda Binelli

From: gary caplan <garycaplan1952@icloud.com>
Sent: Wednesday, March 13, 2019 2:13 PM
To: gcaplan@mcr.law
Subject: Resized_20190313_130716.jpg

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APPENDIX 19

Interim Receiver's letter to
Tanya Hutchens' counsel,
dated March 13, 2019

NAYMARK LAW

Terrence Liu
tliu@naymarklaw.com
T. 416.640.2256 | F. 647.660.5060

171 John Street, Suite 101
Toronto, ON M5T 1X3
naymarklaw.com

File No. 10197

March 13, 2019

BY EMAIL

Gary Caplan
Mason Caplan Roti LLP
350 Bay Street, Suite 600
Toronto, Ontario, M5H 2S6

Dear Mr. Caplan:

Re: *Stevens et. al. v. Hutchens et. al.* (Court File No. CV-18-608271-00CL)
Interim Receiver Information Request

I write further to our telephone call on March 11, 2019, during which advised you me that your client had located four banker's boxes of documents, and your letter of the same date, indicating that she has relevant corporate Minute Books and a hard drive that contains relevant documents.

Please provide us with these documents and the hard drive, as I understand from your email earlier today that your client has returned home. The Receiver can make copies of the paper documents and return the originals to avoid any further delays. The Receiver also intends to create an image of the hard drive and will return the original. We will not review the contents of the hard drive pending determination of a review protocol to protect the confidential information you have indicated is on the drive. The Receiver can make arrangements to pick up the documents and drive from Mrs. Hutchens' residence if she prefers.

Finally, I also understand from our call that there are real properties in which Mr. and/or Mrs. Hutchens holds or has held direct or indirect interests not currently listed in the Schedules to the Order of Justice Penny, dated February 28, 2019. Please identify those properties and provide any details and documents related to their purchase and sale.

We had hoped to obtain these records and this information at Mrs. Hutchens' examination on March 12, 2019. As she did not attend and as the Receiver is in the process of finalizing its report to the Court, we require them as quickly as possible, ideally **tomorrow.**

Yours truly,

Terrence Liu

c. Daniel Naymark (Naymark Law)
Paul Denton and Megha Sharma (A. Farber & Partners Inc.)

APPENDIX 20

Email from Tanya Hutchens' counsel
to the Interim Receiver,
dated March 14, 2019

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Megha Sharma

From: Gary Caplan <GCaplan@mcr.law>
Sent: Thursday, March 14, 2019 4:24 PM
To: 'justin@necpal.com'; 'tliu@naymarklaw.com'; 'dnaymark@naymarklaw.com'; 'psmith@dmlaw.ca'; 'jzibarras@millerthomson.com'
Subject: Hutchens, Tanya, personally and 193 Mountain Street ats CGC Holding Company et al;
Attachments: 20190312_211814.jpg; 20190313_130642.jpg; 20190313_130716.jpg

I have made brief telephone contact with my client. She is still very ill. I attach her medical note and prescription. I am difficulty obtaining instructions.

Gary M. Caplan, LL.B. LL.M
Barrister, Certified Mediator, Chartered Arbitrator
Certified Specialist in Civil Litigation
Tel: (416) 596-7796 | Fax: (855) 880-6271 | **gcaplan@mcr.law**

MCR | MASON CAPLAN ROTI LLP

350 Bay Street, Suite 600
Toronto, Ontario M5H 2S6
www.mcr.law

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PRESCRIPTION
Take to Community Pharmacy

Mackenzie Health

Mackenzie Richmond Hill Hospital
10 Trench Street
Richmond Hill, ON L4C 4Z3
905-883-1212
www.mackenziehealth.ca

Tatiana Hutchens
33 THEODORE PL
THORNHILL ON L4J 8E2
Phone: 416-831-0446

MRN: 647086
OHIP: 6412658129YY
DOB: 10/12/1966
Sex: F

clindamycin (DALACIN C) 300 mg capsule
Sig: Take 1 capsule (300 mg total) by mouth every 8 (eight) hours for 10 days.
Qty: **30 (Thirty) capsule** **Refill:** **0 (Zero)**

Start: 12 Mar 2019
Route: oral

Signature:
Authorizing Provider: Ping Fu, MD CPSO: 65239 Date: 12/3/2019
Security features: (**) border for quantity and refill amount.

4/7

PRESCRIPTION
Take to Community Pharmacy

Mackenzie
Health

10 Trench Street
Richmond Hill, ON L4C 4Z3
905.883.1212
www.mackenziehealth.ca

...s Hutchens
...RE PL
...HILL ON L4J 6E2
...416.831.0446

MRN: 647066
OHIP: 6412658129YY
DOB: 10/12/1966
Sex: F

...oephedrine acetaminophen (TYLENOL SINUS) 30-325 mg tablet — Start: 12 Mar 2019
...ake 1 tablet by mouth 4 (four) times a day as needed (pain congestion) — Route: oral
...50 (Fifty) each** — Refill: **0 (Zero)**

... Provider: Ping Fu, MD — CPSO: 65239 — Date: 12/3/2019

... quantity and refill amount

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Mackenzie Health

Mackenzie Richmond Hill Hospital
10 Trench Street
Richmond Hill, ON L4C 4Z3
905-883-1212
www.mackenziehealth.ca

Work/School Excuse Letter

10 Trench Street
Richmond Hill ON L4C 4Z3

12 March 2019

Patient: **Tatiana Hutchens**
Date of Birth: **10/12/1966**
Date of Visit: **12/3/2019**

To Whom It May Concern:

Tatiana Hutchens was seen and treated in our emergency department on 12/3/2019.
She may return to work on 18/03/19.

Additional Information:

If you have any questions or concerns, please don't hesitate to call.

Attending Physician

APPENDIX 21

Interim Receiver's letter to the Companies, dated March 6, 2019

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NAYMARK LAW

Daniel Naymark
dnaymark@naymarklaw.com
T. 416.640.6078 | F. 647.660.5060

171 John Street, Suite 101
Toronto, ON M5T 1X3
naymarklaw.com

File No. 10197

March 6, 2019

BY EMAIL & FAX

Bobby Sachdeva
James Zibarras
Miller Thomson
100 New Park Place, Suite 700
Vaughan, Ontario, L4K 0H9

Dear Mr. Sachdeva and Mr. Zibarras:

Re: *Stevens et. al. v. Hutchens et. al.* (Court File No. CV-18-608271-00CL)
Interim Receiver Information Request

I write as counsel to A. Farber & Partners Inc. (the "**Receiver**"), in its capacity as interim receiver pursuant to the February 28, 2019 order of Justice Penny in this matter (the "**Order**").

Pursuant to paragraphs 2 to 6 of the Order, **we ask that your clients provide the following information and records.** Owing to the short time frame for the Receiver's work, Mr. Hutchens may produce responsive information and materials on a rolling basis.

1. For each of your clients, provide a current, itemized balance sheet;
2. Provide copies of your clients' complete (a) tax returns and (b) financial statements for 2014-2018;
3. Provide the name(s) and contact information (address, email address, phone number, and fax number) of the accountant(s) who completed 2 above;
4. Provide the name(s) and contact information (address, email address, phone number, and fax number) of any other person(s) who maintains your clients' books and records;
5. Identify your clients' shareholders, and their respective shareholdings;
6. Provide copies of your clients' corporate minute books, or identify where they are located for inspection and copying if copies are not readily available;
7. Identify and provide unfettered access to the electronic devices that contain or did contain your clients' books and records. The Receiver intends to create images of the hard drives of these devices. Please advise whether your clients have any concerns about privileged or irrelevant, confidential contents, in which case we can discuss appropriate arrangements;
8. For each of the properties owned by your clients (listed in Schedule B to the Order):
    a. Identify how each property is managed, and provide the name and contact information (address, email address, phone number, and fax number) for any property manager(s). **Please provide this information as a priority so that the Receiver can contact the property manager(s) as soon as possible to coordinate site visits**;
    b. Advise the aggregate monthly rental income;
    c. Identify where rental proceeds are deposited;
    d. Provide a rental roll with tenants and monthly rent amount; and
    e. Provide copies of all current rental/lease agreements;
9. Provide a list of all bank accounts (institution, branch, account number) held in the name of your clients, or used to receive revenues generated by your clients or to pay their expenses, and provide copies of the account statements for each of those accounts from February 2015 to present;

10. At the hearing in this matter on February 28, 2019, counsel for Mrs. Hutchens took the position that she and Mr. Hutchens hold the properties owned by the Companies and perhaps other assets in trust for their children, directly or via your clients. Please provide:
    a. A description of the nature of any such trusts, including the date and circumstances of their creation, the identities of all trustees and beneficiaries, and the assets over which each trust extends; and
    b. Documents corresponding to the claimed trust(s), including any trust declarations or deeds, trust financial statements, tax filings, and communications regarding the trust(s) existence and operation;
11. Advise the nature and amount of the debt corresponding to the mortgages held on certain of your clients' properties[1] in the name of Adroit Advocates LLC in the registered amount of $2 million, and provide corresponding records; and
12. Advise the nature and amount of the debt corresponding to the mortgages held on certain of your clients' properties[2] in the name of Dina Brik in the registered amount of $150,000, and provide corresponding records.

Yours truly,

Daniel Naymark

c. Terrence Liu (Naymark Law)
Paul Denton and Megha Sharma (A. Farber & Partners Inc.)

[1] 29 Laren Street, Sudbury; 110-114 Pine Street, Sudbury; 3415 Errington Avenue, Chelmsford; 3419 Errington Avenue, Chelmsford; 331 Regent Street, Sudbury; 17 Serpentine Street, Sudbury.
[2] 3415 Errington Avenue, Chelmsford and 3419 Errington Avenue, Chelmsford.

APPENDIX 22

Email response of the Companies' counsel to the Interim Receiver, dated March 11, 2019

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Megha Sharma

From:	Sachdeva, Bobby <bsachdeva@millerthomson.com>
Sent:	Monday, March 11, 2019 5:28 PM
To:	Terrence Liu
Cc:	Daniel Naymark; Gary Caplan; Zibarras, James
Subject:	FW: Hutchens - trust agreements [MTDMS-Legal.FID8004534]
Attachments:	D6 - Hutchens 2015 000180-000190-SEPARATION AGRMT-Jan 7 2011_01.07.2016.pdf; Trust Agmt - 33 Theodore.pdf; Trust Agmt - 110-114 Pine St.pdf; Trust Agmt - 193 Mountain St.pdf; Trust Agmt - 247 Shaugnessy.pdf; Trust Agmt - 331 Regent.pdf; Trust Agmt - 1779 Cross St.pdf; Trust Agmt - 3415 Errington.pdf; Trust Agmt - 3419 Errington.pdf

Dear Terrence,

Attached are the Trust Agreements. I understand that all of these were produced in the Colorado Litigation.

Regards

Bobby

BOBBY H. SACHDEVA
Partner

Miller Thomson LLP
100 New Park Place, Suite 700
Vaughan, Ontario L4K 0H9
Direct Line: +1 905.532.6670
Fax: +1 905.660.0139
Email: bsachdeva@millerthomson.com
millerthomson.com

MILLER THOMSON
AVOCATS | LAWYERS

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THIS IS A SEPARATION AGREEMENT made this 7th day of January, 2011

BETWEEN:

SANDY CRAIG HUTCHENS

(hereinafter called the "Husband")

- and -

TATIANA HUTCHENS

(hereinafter called the "Wife")

WHEREAS:

(a) unhappy differences have arisen between the husband and wife and they have consequently agreed to live separate and apart from each other for the future and to enter into such arrangements as are hereinafter expressed;

(b) The husband and wife were married in Toronto, Ontario before the Honourable Justice Gibson on December 31, 1992;

(c) If that marriage is dissolved, the term "wife" and "husband" will be construed to mean "former wife" and "former husband".

(d) The parties have three (3) children, namely, JOSHUA HUTCHENS, born June 24, 1999, DANIEL HUTCHENS, born June 1, 2001, and BREIANA HUTCHENS, born May 19, 2004 (hereinafter the "Children").

(e) The parties have agreed to live separate and apart and have in fact lived separate and apart since Dec 1, 2010.

NOW THEREFORE the parties agree as follows:

1. **DEFINITIONS**

In this agreement:

(a) "support" includes support, alimony, maintenance or any similar allowance, whether interim-interim, interim, permanent or variable in this or any other jurisdiction;

(b) "property" means real or personal property or any interest in such property;

(c) "income tax" and "income taxes" includes tax, interest and penalties owing under the provisions of the *Income Tax Act* and any tax owing under similar federal or provincial legislation. It includes tax on both income and on capital gain; and

(d) any reference to any statute or regulations includes that statute or those regulations as amended or replaces.

DEFENDANTS TRIAL EXHIBIT
D6
Case No. 1:11-cv-01012-RBJ-KLM

2. **SEPARATE**

(a) The parties will continue to live separate and apart.

3. **CUSTODY AND ACCESS**

(a) The wife shall have sole custody of the children.

(b) The husband will have reasonable access to the children upon reasonable notice to the wife.

(c) The husband will have the right to be fully advised of the school progress, including the right to have copies of report cards and notices of school events, and the health and general welfare of the children.

4. **CHILD SUPPORT**

(a) Commencing on February 1, 2011, and on the 1st day of each subsequent month, the husband shall pay to the wife for the support of the children the sum of $10,000.00 per month.

(b) The husband will no longer be obliged to pay support for a child when one of the following events occurs:

(i) the child ceases to reside full time with the wife. "Reside full time" includes the child living away from home to attend an educational institution, pursue summer employment or take a vacation while otherwise maintaining a residence with the wife;

(ii) the child graduates from a post-secondary institution; or

(iii) the child is deceased.

5. **EXTRAORDINARY EXPENSES**

(a) The husband shall solely pay the costs of the children's extraordinary expenses, including but not limited to the costs of tuition, residence, educational expenses, daycare, baby sitting, tutoring, camps, and extra-curricular activities.

6. **SPOUSAL SUPPORT**

(a) The husband shall pay the wife $5,000.00 per month in spousal support commencnig on February 1, 2011, and on the 1st day of each subsequent month.

(i) The husband acknowledges that he is self-supporting and not in need of any support from the wife. The husband accepts the terms of this agreement in full satisfaction of all claims and causes of action which he now has or may in the future acquire against the other for support, whether under the *Family Law Act* the *Divorce Act*, the *Succession Law Reform Act*, or any statute or law of Ontario or any other jurisdiction.

(b) The husband realizes that there may be future changes in their financial circumstances by reason of their health, the cost of living, their employment, financial mismanagement, financial reversals, inheritance or otherwise. No change whatsoever will give the husband the right to claim support from the wife pursuant to the *Family Law Act*, *Divorce Act*, *Succession Law Reform Act*, or any other statute or law of Ontario or any other jurisdiction, even if the change is a catastrophic, drastic, material, profound or radical one, whether or not the change was foreseeable, foreseen, unforeseeable or unforeseen, whether or not the change is causally connected to the marriage, and whether or not such change arises from a pattern of economic dependency related to the marriage. The husband specifically agrees that:

(i) the husband has been fully compensated for his or her contributions to the marriage and, therefore, they have suffered no economic hardship or disadvantage as a result of the marriage or its breakdown;

(ii) there have not been any economic advantages or disadvantages to the husband that have not been fully compensated in the arrangements set out in this agreement; and

(iii) the husband acknowledges the obligation of his ability to be self-sufficient and that he is solely responsible for his own support.

(c) The parties acknowledge and agree that they have considered the economic consequences of the marriage and its breakdown in agreeing to the settlement of spousal support above. The parties have specifically considered the provisions and factors set out in sections 15 and 17 of the *Divorce Act* and sections 30 and 33 of the *Family Law Act* in agreeing to the provisions in this paragraph.

(d) Each party acknowledges that his or her solicitor has advised him or her of recent rulings of the Ontario Courts in which the court has awarded spousal support, notwithstanding that full releases in respect of spousal support had been contained in a separation agreement previously entered into between the parties. Notwithstanding these rulings, the parties to this agreement agree and intend that no change in circumstances whatsoever, including but not limited to those set out in paragraph above, will entitle the husband to apply to a court for a variation of spousal support. This agreement and this paragraph, in particular, may be pleaded as a complete defence to any claim brought by the husband for spousal support in contravention of the terms of this paragraph.

(e) The parties agree that the wife may apply to a court for a variation of spousal support.

(f) The husband shall continue to pay spousal support for the life time of the wife until she is deceased.

7. **MATRIMONIAL HOME**

(a) The partries agree and acknowledge that there is no matrimonial home and there has never been a matrimonial home. The parties further agree and acknowledge that all properties registered in the names of the wife during the course of the marriage have been purchased in trust by the wife as trustee, solely as nominee title holder for the beneficial owner(s) being the children of the marriage, JOSHUA HUTCHENS, born June 24, 1999, DANIEL HUTCHENS, born June 1, 2001, and BREIANA HUTCHENS, born May 19, 2004, purusant to the Trust Agreement(s) signed at the time the various properties were purchased. The husband acknwoledges that the funds used to purchase the wife's properties, as trustee for the children, are not part of the NFP as they were purchased using funds from the maternal grandparents solely for the benefit of their grandchildren, and this shall apply for all future Trust Agreement *mutatis mutandis.*

(b) The husband and wife agree that their current residences are not matrimonial homes and agree to alterante their residences during the course of a year as follows:

(i) From the 1st day of September to the 30th day of June, the huband shall reside at 1779 Cross Street, Innisfil, Ontario and the wife and children shall reside at 33 Theodore Place, Thornhill, Ontario; and

(ii) From the 1st day of July to the 31st day of August, the huband shall reside at 33 Theodore Place, Thornhill, Ontario, and the wife and children shall reside at 1779 Cross Street, Innisfil, Ontario.

(c) The husband has and shall continue to maintain an office at both 1779 Cross Street, Innisfil, Ontario and 33 Theodore Place, Thornhill, Ontario, from January 1, 2011 to December 31, 2015, and as payment for rent the husband shall pay all utilities and property taxes for the entire year for both properties. The husband shall have the option to renew for a further five (5) years without notice, on the same terms and conditions, subject to the wife's option to:

(i) Raise the rent upon 30 days notice to the husband; and/or

(ii) The wife's right to terminate and require vacant possession upon 90 days written notice, prior to the end of each term.

(d) The husband acknowledegs that he holds 42 Clemow Avenue, Sudbury, Ontario, in trust as nominee in name only for the beneficial owners being the Children of the marriage, using the Children's trust funds. Upon sale of the property, all net proceeds of the sale shall be paid to the Children, or the wife in trust for the Children.

8. **EQUALIZATION PAYMENT**

(a) The husband shall pay, as an equlization payment of net family property, two million dollars ($2,000,000.00) with interest at 5% per annum, to the wife in payments of $200,000.00 per year, commencing on March 1, 2011 and on the 1st day of March of every subsequent year until the balance is paid.

(b) The husband acknoweldges that he owes the wife $1,727,577.75, separate and apart from the equalization payment and shall repay the debt owed to the wife, with interest at 10% per annum, until the balance is paid.

(c) The husband and wife agree that all property other than those is this agreement have been divided between them to their mutual satisfaction and the contents of this Agreement are in full satisfaction of any claims that either party may have for an equalization payment pursuant to the provisions of the *Family Law Act.*

9. **PERSONAL AND BUSINESS ASSETS**

(a) The husband shall transfer to the wife and release all of the husband's interests in the properties attached as Schudule A hereto and the husband shall do all reasonable things necessary to transfer his interests in the the aforementioned assets to the wife, including execute the aforementioned attached irrevocable continuing power of attorney permitting the wife to transfer the assets listed herein from the husband to the wife.

(b) Except as provided in this agreement, the husband and wife each acknowledge that they have heretofore divided between them all personal property to their mutual satisfaction.

10. **DEBTS AND OBLIGATIONS**

(a) Neither the husband nor the wife shall contract in the name of the other nor in any way bind the other for any debts and obligations.

(b) Subject to the provisions of this agreement, if debts or obligations are incurred by the husband or the wife on behalf of the other before or after the date of this agreement, he or she shall indemnify the other from all claims, costs, expenses, damages and actions arising from those debts or obligations.

(c) The husband and wife shall provide their consent, and use their best efforts, to sever the other's name from their debt obligations.

11. **LIFE INSURANCE**

(a) The husband and wife shall irrevocably maintain their life insurance policies naming as their beneficiaries, the the children of the marriage, JOSHUA HUTCHENS, born June 24, 1999, DANIEL HUTCHENS, born June 1, 2001, and BREIANA HUTCHENS, born May 19, 2004, and the husband and wife shall irrevocably name the other as the trustee of the other's insurance policies.

12. **CANADA PENSION PLAN CREDITS**

(a) The husband and wife may each apply under the Canada Pension Plan for a division of pension credits.

13. **INCOME TAX**

(a) Each party covenants with and represents to the other that:

(i) if he or she is a transferor of any property under this agreement, then to the best of his or her knowledge, information and belief, he or she is not liable for any income tax relating to any calendar or fiscal year ending prior to the date hereof;

(ii) he or she, if a transferor, has paid, or will pay when due, all income taxes owing and all installment payments due for all years including the year in which a transfer of property to the other will occur under this agreement or a transfer, direct or indirect, to the other has occurred prior to this agreement (hereinafter referred to as "Year of Transfer" or collectively as "Years of Transfer");

(iii) to pay or to cause to be paid any and all outstanding income taxes for all years up to and including each Year of Transfer; and

(iv) if one party, as transferee of property, becomes liable under the *Income Tax Act*, including liability for income tax of the other arising under Section 160 of the *Income Tax* Act, or if any property acquired as provided in this agreement becomes charged for payment of any income taxes for which the transferor was or is liable under the *Income Tax Act* or any similar federal or provincial statute then the transferor will indemnify the transferee and save him or her harmless with respect to such income tax liability; provided that the transferor will not be liable to indemnify the transferee for any income tax liability of the transferee arising under Section 160 of the *Income Tax Act* that has arisen on account of income or taxable capital gains of the transferee attributed to the transferor by virtue of subsections 75.1(1) or 74.2 of the *Income Tax Act* for the period after the execution of this agreement.

14. **RELEASES**

(a) Property:

Except as provided in this agreement to the contrary, the husband and wife agree that:

(i) all their property has been divided to their mutual satisfaction;

(ii) each releases all rights to and interest in property owned by the other which he or she has or may acquire under the laws of any jurisdiction, under presently existing legislation or future legislation and in particular the *Family Law Act*,

including all rights to and interest in:

(i) ownership in property;

(ii) possession of property;

(iii) compensation of payment of an amount of money, or by an award of a share of property for contribution of any kind, whether direct or indirect, made to property;

(iv) division of property;

(v) an equalization payment pursuant to the *Family Law Act*, and

(vi) any resulting, constructive or other type of trust;

(b) The husband and wife release all rights, possessory or otherwise, which he or she has or may acquire under Part II of the *Family Law Act*.

(c) Full and Final Settlement

The support and property provisions of this agreement are inextricably intertwined and constitute a full and final financial settlement.

(d) General

The husband and wife intend this agreement to be final as to all claims and release all claims arising out of their marriage, past events and financial dependency. Both parties are aware and acknowledge that each of them may suffer or enjoy drastic changes in their respective incomes, assets and debts, in the cost of living or in their health, or changes of fortune by reason of unforeseen factors. Except as provided in this agreement, the husband and wife agree that under no circumstances will any change, direct or indirect, foreseen or unforeseen, in the circumstances of either of them, give either the right to claim any alteration of any of the terms of this agreement or the terms in any other agreement between them or of the terms of a divorce judgment. More particularly, both the husband and wife acknowledge that he or she may be called upon during the rest of his or her life to use, either wholly or in part, his or her capital for his or her own support and he or she agrees to do so without any recourse to the other at any time.

(e) The husband and wife wish to be able to rely upon this agreement as the final and binding one, a once-and-for-all settlement of all their differences and affairs to avoid ever engaging in further litigation with each other, whether about matters or causes of actions existing now or at any time.

(f) The husband and wife accept the terms of this agreement in full and final satisfaction and discharge of all claims and demands of every kind whatsoever which one of them has or hereafter may have against the other of them, excepting always any claim arising under this agreement, in particular, without limiting the foregoing, each releases and forever discharges the other, his heirs, executors and administrators from all claims and demands for support or any other claim of any kind arising out of the marriage of the husband and the wife. Neither party will at any time commence or prosecute any action or other proceedings or the recovering of support from the other, provided always that nothing in this agreement constitutes a bar to any action or proceeding by either the husband or the wife against the other to enforce any of the terms of this agreement or for the dissolution of the marriage. This agreement may be pleaded as a defence to any claim by one party against the other. Further, the parties expressly release each other from all claims and rights that might exist under Parts I and II of the *Family Law Act* and of any other rights that might exist under that Act. Notwithstanding Part I of the *Family Law Act*, each party acknowledges that neither holds any property, whether real or personal, in trust for the other, whether by way of resulting or any other type of trust. The parties further acknowledge and agree that the support and property provisions of this agreement are inextricably intertwined and constitute a full and final financial settlement.

15. BINDING UPON ESTATE

(a) The terms of this agreement will enure to the benefit of and be binding upon each party and his or her respective heirs, executors, administrators, and assigns.

16. SEPARATION AGREEMENT TO SURVIVE DIVORCE

(a) If a divorce judgment is obtained, all the terms of this agreement will survive and continue in force.

17. AGREEMENT TO PREVAIL

(a) This agreement prevails over any matter that is provided for

(i) in the *Family Law Act*, *Divorce Act*, and *Succession Law Reform Act*;

(ii) any succeeding legislation; and

(iii) any subsequent domestic contract between one of the parties and another person,

where this agreement makes provision for such matter.

18. PROPER LAW

(a) The proper law of this agreement is the law of Ontario.

19. SEVERABILITY OF TERMS

(a) Except as provided in this agreement to the contrary, all of the terms of this agreement are severable from each other and will survive the invalidity of any other term of this agreement.

20. COSTS

(a) The husband and wife shall each be responsible for their own legal fees and disbursements incurred in engaging legal services in the negotiation and preparation of this agreement.

21. DISPUTE RESOLUTION

(a) The parties will try to resolve any difference between them on any matter in this agreement by negotiation between themselves personally or by their lawyers, and, unless there is an emergency, neither party will initiate any other procedure until negotiations have exhausted all reasonable possibilities or resolution.

22. GENERAL

(a) The husband and wife will each execute any documents required to give effect to the terms and intent of this agreement.

(b) Except as provided in this agreement to the contrary, there are no representations, collateral agreements, warranties or conditions affecting this agreement.

(c) This agreement may be amended only by a further agreement in writing which is witnessed.

(d) If any provision of any statute of any jurisdiction invalidates or voids this agreement, or any amendments to it, as a domestic contract, it is the intention of the parties that each provision of this agreement or any amendments to it be construed as a separate contract under ordinary contract law and enforceable as such.

23. INDEPENDENT LEGAL ADVICE AND FINANCIAL DISCLOSURE

(d) Each of the husband and wife acknowledges that he or she:

(i) has had independent legal advice, the wife by Harry J. Hong, barrister and solicitor and the husband by his solicitor, Paul Riley;

(ii) has read the agreement in its entirety and has full knowledge of the contents;

(iii) understands his or her respective rights and obligations under this agreement, the nature of this agreement and the consequences of his agreement;

(iv) has made full and complete disclosure of his or her financial circumstances to the other, including but not limited to his or her income, assets, debts or other liabilities;

(v) acknowledges that the terms of his agreement are fair and reasonable;

(vi) is entering into this agreement without any undue influence, fraud or coercion whatsoever; and

(vii) is signing this agreement voluntarily.

24. SOLICITOR'S ATTESTATION

(d) Each lawyer signs this agreement not only in his or her capacity as witness but also to attest that he or she explained to the client the meaning and implications at law of each provision of this agreement.

25. EXECUTION

(d) TO EVIDENCE THEIR AGREEMENT, the husband and wife have each signed this agreement (under seal).

SIGNED, SEALED AND DELIVERED in the presence of

Paul Riley
Solicitor for the Husband, as to his signature

SANDY CRAIG HUTCHENS

Harry J. Hong
Witness for the Wife, as to her signature

TATIANA HUTCHENS

SCHEDULE A

Address	Market Value	Owner Name	Mortgage Amt.	Date Purchased	Mortg. Pmt.	
33 Theodoe Place,Thorn	$ 1,200,000	Tatiana Hutchens	$ 535,000	Apr 8, 2008,	$ 1,600	PERSONAL RESIDENCE
1779 Cross St., Innisfil	$ 750,000	Tatiana Hutchens	$ 280,000	July 28/06	$ 1,167	PERSONAL COTTAGE
1479 Maple Rd., Innisfil	$ 800,000	Tatiana Hutchens	$ 200,000	June 23/09	$ 833	RENTAL
1889 Simcoe Bl, Innisfil	$ 650,000	Tatiana Hutchens	$ 159,000	Sept.2/08	$ 663	RENTAL
1790 Cross St. Innisfil	$ 450,000	Tatiana Hutchens	$ 80,750	March 31/09	$ 336	RENTAL
789 Lawson, Sudbury	$ 350,000	789 Lawson Street Inc.	$ 241,000	10-Apr-07	$ 1,784	Multi-Res
29 Laren St, Sudbury	$ 2,700,000	29 Laren Street Inc.	$ 700,000	June 30/08	$ 5,265	MULTI-RES BUILDING
3419 Errington Sudbury	$ 550,000	3419 Errington Ave Inc.	$ 115,000	March 16/07	$ 906	MULTI-RES BUILDING
3415 Errington Sudbury	$ 550,000	3415 Errington Ave Inc.	$ 115,000	March 16/07	$ 906	MULTI-RES BUILDING
625 Ash St. Sudbury	$ 375,000	625 Ash St. Inc.	$ 145,000	March 1/07	$ 1,040	MULTI-RES BUILDING
17 Serpentine, Sudbury	$ 400,000	17 Serpentine St Inc.	$ 251,000	Nov 1/06	$ 2,449	MULTI-RES BUILDING
110 Pine, Sudbury	$ 1,200,000	110 Pine St Inc.	$ 727,000	May 23/08	$ 7,855	MULTI-RES BUILDING
331 Regent, Sudbury	$ 450,000	331 Regent St Inc.	$ 199,000	Feb 9/07	$ 1,588	MULTI-RES BUILDING
15-16 Keziah Crt, Sudb	$ 600,000	15-16 Keziah Court Inc.	$ 466,002	Dec 17/17	$ 3,717	MULTI-RES BUILDING
193 Mountain St, Sudbu	$ 600,000	193 Mountain St Inc.	$ 440,700	July 6, 207	$ 4,034	MULTI-RES BUILDING
364 Morris St, Sudbury	$ 1,100,000	364 Morris St Inc.	$ 680,302	Apt 1/08	$ 6,147	60% owned by me MULTI RES BUILDING
367-369 Howey Dr, Sudb	$ 1,000,000	367-369 Howey Dr. Inc.	$ 541,102	Mar 31/08	$ 4,841	60% owned by me MULTI RES BUILDING
720 Cambrian Heights,S	$ 3,200,000	720 Cambrian Heights In	$ 1,875,337	Nov 30. 2007	$ 16,045	60% owned by me MULTI RES BUILDING

Hutchens 2015 000188

CERTIFICATE AND AFFIDAVIT OF SOLICITOR

I, PAUL RILEY, of the City of Toronto, Barrister and Solicitor, **MAKE OATH AND SAY:**

1. I am the solicitor for **SANDY CRAIG HUTCHENS** and a subscribing witness to their Separation Agreement, and I was present and saw it executed at the City of Toronto, Ontario, by the said **SANDY CRAIG HUTCHENS.**

2. I believe that the person whose signature I witnessed is the party of the same name referred to in the Separation Agreement.

3. I have advised the said **SANDY CRAIG HUTCHENS** with respect to this Separation Agreement and I believe that he is fully aware of the nature and consequences of the Agreement and is signing it voluntarily.

SWORN before me)
at the City of)
in the Province of Ontario)
this 7th day)
of January, 2011.)

David Ho
A COMMISSIONER ETC.

PAUL RILEY

CERTIFICATE AND AFFIDAVIT OF SOLICITOR

I, Harry J. Hong, of the City of Toronto, Barrister and Solicitor, **MAKE OATH AND SAY:**

1. I am the solicitor for **TATIANA HUTCHENS** and a subscribing witness to the Separation Agreement, and I was present and saw it executed at the City of Toronto, Ontario, by the said **TATIANA HUTCHENS.**

2. I believe that the person whose signature I witnessed is the party of the same name referred to in the Separation Agreement.

3. I have advised the said **TATIANA HUTCHENS** with respect to this Separation Agreement and I believe that she is fully aware of the nature and consequences of the Agreement and is signing it voluntarily.

SWORN before me)
at the City of Toronto)
in the Province of Ontario)
this 7th day)
of January, 2011.)

Harry J. Hong

~~David Hao~~ Soo Jin Kim
A COMMISSIONER ETC.

Soo Jin Kim, a Commissioner, etc
Province of Ontario, for
Hong & Associates, Barrister & Solicitor
Expires August 26, 2013

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TRUST AGREEMENT

BETWEEN:

TATIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY CRAIG HUTCHENS, on behalf of his named children, JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to the property municipally known as 33 Theodore Place, Thornhill, Ontario (herein called the "Property");

AND WHEREAS the Trustee holds a one hundred percent (100%) interest in the Property as trustee for the Beneficial Owner;

AND WHEREAS the Property was purchased by the Trustee for the Beneficial Owner using moneys of the Beneficial Owner;

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that she holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

EXHIBIT 4

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Trustee in her sole discretion determines that the Beneficial Owner is capable of managing his/her own affairs, at which time the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance. The Trustee shall have the right to convey the Property to any one or more of the children named as Beneficial Owner.

4. The Beneficial Owner agrees:

(a) that the Beneficial Owner's legal guardian will remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to dealing with the Property;

(b) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

(c) The Trustee shall have the right to sell the Property or rearrange mortgages on the Property as she deems fit for the benefit of the Beneficial Owner.

6. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a

nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law;

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

7. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his, her or their predecessor in trust.

8. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of her acting in accordance with the provisions of this Agreement. In the event of the death of Tatiana Hutchens, Sandy Craig Hutchens or any other person appointed by the Trustee during her lifetime, shall assume the role and obligations of Trustee.

9. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

10. Sandy Craig Hutchens acknowledges that he has no personal rights or interests in the Property and specifically waives any rights he may have under family law legislation.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication so mailed shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Trustee holds title to the Property for the benefit of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 8th day of April, 2008.

SIGNED, SEALED AND DELIVERED)
in the presence of)

Martine Lapointe)

Tatiana Hutchens)

Sandy Craig Hutchens, on behalf of)
Joshua Hutchens, Daniel Hutchens and)
Breiana Hutchens)

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TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, in trust for JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to 100 common shares of 110-114 PINE STREET INC. (herein called the "Asset");

AND WHEREAS the Trustee holds an undivided 100% interest in the Asset as trustee for the Beneficial Owner, which interest is herein referred to as the "Property";

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.

4. The Beneficial Owner agrees:

(a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;

(b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

EXHIBIT 14

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(c) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

6. The Trustee shall, subject to the rights of any secured creditor, mortgagee or any other person known to the Trustee to have a claim therein, promptly remit to the Beneficial Owner all rents, revenues and other receipts from the Property and any financing thereof which may be received by the Trustee either as record owner of the Property or as nominal party to any instrument. The Trustee shall incur no liability to any party for making any such remittance as directed in any notice from any such mortgagee or other person, or in the absence of such notice, pursuant to standing or special instructions from the Beneficial Owner. The Trustee shall, at the expense and request of the Beneficial Owner, account to the Beneficial Owner for all sums received with respect to the Property.

7. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law.

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

8. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

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(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

9. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of his acting in accordance with the provisions of this Agreement.

10. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if delivered by hand or mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication, if mailed, shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed or, if delivered by hand, on the day it is delivered.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 15th day of May, 2008.

SIGNED, SEALED AND DELIVERED in the presence of	)	
D. Buk	)	Tanya Hutchens
D. Buk	)	Sandy Hutchens, in trust for Joshua Hutchens, Daniel Hutchens and Breiana Hutchens

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TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, in trust for JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to 100 common shares of 193 MOUNTAIN STREET INC. (herein called the "Asset");

AND WHEREAS the Trustee holds an undivided 100% interest in the Asset as trustee for the Beneficial Owner, which interest is herein referred to as the "Property";

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.

4. The Beneficial Owner agrees:

(a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;

(b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

EXHIBIT 8

(c) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

6. The Trustee shall, subject to the rights of any secured creditor, mortgagee or any other person known to the Trustee to have a claim therein, promptly remit to the Beneficial Owner all rents, revenues and other receipts from the Property and any financing thereof which may be received by the Trustee either as record owner of the Property or as nominal party to any instrument. The Trustee shall incur no liability to any party for making any such remittance as directed in any notice from any such mortgagee or other person, or in the absence of such notice, pursuant to standing or special instructions from the Beneficial Owner. The Trustee shall, at the expense and request of the Beneficial Owner, account to the Beneficial Owner for all sums received with respect to the Property.

7. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law.

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

8. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

9. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of his acting in accordance with the provisions of this Agreement.

10. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if delivered by hand or mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication, if mailed, shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed or, if delivered by hand, on the day it is delivered.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceablility for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 4th day of July, 2007.

SIGNED, SEALED AND DELIVERED)
in the presence of)
D. Bzik)
D. Bzik)

Tanya Hutchens

Sandy Hutchens, in trust for Joshua Hutchens, Daniel Hutchens and Breiana Hutchens

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TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, in trust for JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to 100 common shares of 247 SHAUGNESSY STREET INC. (herein called the "Asset");

AND WHEREAS the Trustee holds an undivided 100% interest in the Asset as trustee for the Beneficial Owner, which interest is herein referred to as the "Property";

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.

4. The Beneficial Owner agrees:

(a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;

(b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

EXHIBIT
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(c) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

6. The Trustee shall, subject to the rights of any secured creditor, mortgagee or any other person known to the Trustee to have a claim therein, promptly remit to the Beneficial Owner all rents, revenues and other receipts from the Property and any financing thereof which may be received by the Trustee either as record owner of the Property or as nominal party to any instrument. The Trustee shall incur no liability to any party for making any such remittance as directed in any notice from any such mortgagee or other person, or in the absence of such notice, pursuant to standing or special instructions from the Beneficial Owner. The Trustee shall, at the expense and request of the Beneficial Owner, account to the Beneficial Owner for all sums received with respect to the Property.

7. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law.

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

8. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

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(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

9. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of his acting in accordance with the provisions of this Agreement.

10. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if delivered by hand or mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication, if mailed, shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed or, if delivered by hand, on the day it is delivered.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 27th day of October, 2006.

SIGNED, SEALED AND DELIVERED in the presence of	)	
D. Buk	)	Tanya Hutchens
D. Buk	)	Sandy Hutchens, in trust for Joshua Hutchens, Daniel Hutchens and Breiana Hutchens

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TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, in trust for JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to 100 common shares of 331 REGENT STREET INC. (herein called the "Asset");

AND WHEREAS the Trustee holds an undivided 100% interest in the Asset as trustee for the Beneficial Owner, which interest is herein referred to as the "Property";

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.

4. The Beneficial Owner agrees:

(a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;

(b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

EXHIBIT 6

(c) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

6. The Trustee shall, subject to the rights of any secured creditor, mortgagee or any other person known to the Trustee to have a claim therein, promptly remit to the Beneficial Owner all rents, revenues and other receipts from the Property and any financing thereof which may be received by the Trustee either as record owner of the Property or as nominal party to any instrument. The Trustee shall incur no liability to any party for making any such remittance as directed in any notice from any such mortgagee or other person, or in the absence of such notice, pursuant to standing or special instructions from the Beneficial Owner. The Trustee shall, at the expense and request of the Beneficial Owner, account to the Beneficial Owner for all sums received with respect to the Property.

7. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law.

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

8. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

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(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

9. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of his acting in accordance with the provisions of this Agreement.

10. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if delivered by hand or mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication, if mailed, shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed or, if delivered by hand, on the day it is delivered.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 6th day of February, 2007.

SIGNED, SEALED AND DELIVERED)
in the presence of)

D. Burk)

D. Burk)

Tanya Hutchens

Sandy Hutchens, in trust for Joshua Hutchens, Daniel Hutchens and Breiana Hutchens

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TRUST AGREEMENT

BETWEEN:

TATIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY CRAIG HUTCHENS, on behalf of his named children, JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to the property municipally known as 1779 Cross Street, Innisfil, Ontario (herein called the "Property");

AND WHEREAS the Trustee holds a one hundred percent (100%) interest in the Property as trustee for the Beneficial Owner;

AND WHEREAS the Property was purchased by the Trustee for the Beneficial Owner using moneys of the Beneficial Owner;

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that she holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

EXHIBIT 2

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3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Trustee in her sole discretion determines that the Beneficial Owner is capable of managing his/her own affairs, at which time the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance. The Trustee shall have the right to convey the Property to any one or more of the children named as Beneficial Owner.

4. The Beneficial Owner agrees:

(a) that the Beneficial Owner's legal guardian will remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to dealing with the Property;

(b) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

(c) The Trustee shall have the right to sell the Property or rearrange mortgages on the Property as she deems fit for the benefit of the Beneficial Owner.

6. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a

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nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law;

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

7. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his, her or their predecessor in trust.

8. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of her acting in accordance with the provisions of this Agreement. In the event of the death of Tatiana Hutchens, Sandy Craig Hutchens or any other person appointed by the Trustee during her lifetime, shall assume the role and obligations of Trustee.

9. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

10. Sandy Craig Hutchens acknowledges that he has no personal rights or interests in the Property and specifically waives any rights he may have under family law legislation.

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11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication so mailed shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Trustee holds title to the Property for the benefit of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 28th day of July, 2006.

SIGNED, SEALED AND DELIVERED)
in the presence of)

M. SPIRO

) Tatiana Hutchens

) Sandy Craig Hutchens, on behalf of
) Joshua Hutchens, Daniel Hutchens and
) Breiana Hutchens

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TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, in trust for JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to 100 common shares of 3415 ERRINGTON AVENUE INC. (herein called the "Asset");

AND WHEREAS the Trustee holds an undivided 100% interest in the Asset as trustee for the Beneficial Owner, which interest is herein referred to as the "Property";

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.

4. The Beneficial Owner agrees:

(a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;

(b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

EXHIBIT 2

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(c) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

6. The Trustee shall, subject to the rights of any secured creditor, mortgagee or any other person known to the Trustee to have a claim therein, promptly remit to the Beneficial Owner all rents, revenues and other receipts from the Property and any financing thereof which may be received by the Trustee either as record owner of the Property or as nominal party to any instrument. The Trustee shall incur no liability to any party for making any such remittance as directed in any notice from any such mortgagee or other person, or in the absence of such notice, pursuant to standing or special instructions from the Beneficial Owner. The Trustee shall, at the expense and request of the Beneficial Owner, account to the Beneficial Owner for all sums received with respect to the Property.

7. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law.

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

8. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

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(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

9. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of his acting in accordance with the provisions of this Agreement.

10. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if delivered by hand or mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication, if mailed, shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed or, if delivered by hand, on the day it is delivered.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 9th day of March, 2007.

SIGNED, SEALED AND DELIVERED in the presence of

D. Brik

D Brik

Tanya Hutchens

Sandy Hutchens, in trust for Joshua Hutchens, Daniel Hutchens and Breiana Hutchens

Page intentionally left blank

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TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, in trust for JOSHUA HUTCHENS, DANIEL HUTCHENS and BREIANA HUTCHENS, of the City of Vaughan, in the Regional Municipality of York

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee has acquired and holds legal title to 100 common shares of 3419 ERRINGTON AVENUE INC. (herein called the "Asset");

AND WHEREAS the Trustee holds an undivided 100% interest in the Asset as trustee for the Beneficial Owner, which interest is herein referred to as the "Property";

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR and other good valuable consideration passing between the parties, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.

2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.

3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.

4. The Beneficial Owner agrees:

(a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;

(b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

EXHIBIT 4

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(c) that the Property shall remain in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof.

5. (a) The Trustee shall not, and shall have no power to, take any action with respect to the Property except as specifically authorized in this Agreement or authorized in writing by the Beneficial Owner.

(b) The Trustee shall execute and deliver all such instruments, which require execution by the owner of the Property, as the Beneficial Owner shall request, upon delivery by the Beneficial Owner to the Trustee of:

(i) sufficient executed forms of each such instrument, together with a written request and direction for execution;

(ii) evidence satisfactory to the Trustee that such execution and delivery will not violate any applicable law;

(iii) sufficient funds to cover all actual or estimated costs arising from such request and direction.

6. The Trustee shall, subject to the rights of any secured creditor, mortgagee or any other person known to the Trustee to have a claim therein, promptly remit to the Beneficial Owner all rents, revenues and other receipts from the Property and any financing thereof which may be received by the Trustee either as record owner of the Property or as nominal party to any instrument. The Trustee shall incur no liability to any party for making any such remittance as directed in any notice from any such mortgagee or other person, or in the absence of such notice, pursuant to standing or special instructions from the Beneficial Owner. The Trustee shall, at the expense and request of the Beneficial Owner, account to the Beneficial Owner for all sums received with respect to the Property.

7. The Trustee shall promptly transmit to the Beneficial Owner copies of all notices, claims, demands, or other communications which the Trustee may receive and which relate in any way to the Property. The Trustee shall, upon obtaining knowledge of a default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficial Owner thereof. The Trustee, upon the request of the Beneficial Owner, will be a nominal party to any action in response to, or as a consequence of, any such matter, upon receipt by the Trustee of:

(a) sufficient executed copies of any such action;

(b) satisfactory assurance that the Trustee would not thereby violate any applicable law.

Any such action, proceeding, negotiation or other response shall be conducted by the Beneficial Owner with counsel selected by him. The Trustee shall not, and shall not be obliged to, take any such action, its only obligation being that of a nominal party thereto on the conditions stated above.

8. Every instrument or document affecting the Property executed by the Trustee shall be conclusive evidence in favour of every person claiming any right, title or interest thereunder that:

(a) at the time of delivery thereof the trust created hereunder was in full force and effect;

(b) such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereto;

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(c) the Trustee was duly authorized and empowered to execute and deliver every such instrument; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

9. In consideration of the Trustee acting as a trustee in connection with the Property herein, the Beneficial Owner does hereby indemnify and save harmless the Trustee from all manners of actions, causes of actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands, whatsoever in connection with the Property which against the Trustee may arise by virtue of his acting in accordance with the provisions of this Agreement.

10. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed to create any type of association or joint venture between the Beneficial Owner and the Trustee.

11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if delivered by hand or mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time to time designate. Any such notice or communication, if mailed, shall be conclusively deemed to have been given or received on the third business day following the date upon which it is mailed or, if delivered by hand, on the day it is delivered.

12. Nothing contained in this Agreement shall be construed to confer any rights on any person or entity other than the parties hereto.

13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 9th day of March, 2007.

SIGNED, SEALED AND DELIVERED in the presence of

D. Buk

D. Buk

Tanya Hutchens

Sandy Hutchens, in trust for Joshua Hutchens, Daniel Hutchens and Breiana Hutchens

APPENDIX 23

Interim Receiver's letter to counsel for the plaintiffs in the Colorado Enforcement Action, dated March 6, 2019

NAYMARK LAW

Daniel Naymark
dnaymark@naymarklaw.com
T. 416.640.6078 | F. 647.660.5060

171 John Street, Suite 101
Toronto, ON M5T 1X3
naymarklaw.com

File No. 10197

March 6, 2019

BY EMAIL & FAX

Justin Necpal
Necpal Litigation
171 John Street, Suite 101
Toronto, Ontario, M5T 1X3

Dear Mr. Necpal:

Re: *Stevens et. al. v. Hutchens et. al.* (Court File No. CV-18-608271-00CL)
Interim Receiver Information Request

I write as counsel to A. Farber & Partners Inc. (the "**Receiver**"), in its capacity as interim receiver pursuant to the February 28, 2019 order of Justice Penny in this matter (the "**Order**").

Pursuant to paragraphs 2 to 6 of the Order, **we ask that your clients provide the following information and records.** Owing to the short time frame for the Receiver's work, your clients may produce responsive information and materials on a rolling basis.

1. Advise whether your clients assert a proprietary interest in funds paid to the respondents and/or affiliated entities, and/or in accounts or assets into which such funds can be traced; and
2. If the answer to 1 above is "yes":
    a. A summary of your clients' funds paid to the respondents and/or affiliated entities, in respect of which they assert a proprietary tracing, with supporting records; and
    b. A summary of the subsequent flow of such funds, to the extent your clients have that information, with supporting records.

Yours truly,

Daniel Naymark

c. Terrence Liu (Naymark Law)
Paul Denton and Megha Sharma (A. Farber & Partners Inc.)

APPENDIX 24

Cover letter from the Colorado plaintiffs to the Interim Receiver (without attachments), dated March 12, 2019

680 Waterloo Street, London, ON N6A 3V8

SISKINDS | THE LAW FIRM

EMAIL cole.vegso@siskinds.com

FILE NO. 848613/CSV/kk

Delivered By Email

March 12, 2019

Mr. Daniel Naymark
Naymark Law
171 John Street, Suite 101
Toronto, ON M5T 1X3

Dear Mr. Naymark:

Re: Stevens et al v. Hutchens, et al
Interim Receiver Information Request - Response

We acknowledge receipt of your letter dated March 6, 2019.

In response, specifically with respect to your question number one, our clients seek a proprietary interest in the respondents'/Hutchens' assets.

With respect to question two, we have enclosed the documents and records that we have relating to the amount advanced from our client to the Hutchens. This includes various judgments of the District Court of Colorado, where that court held that our clients have a constructive trust in certain properties (which either has been proven and/or could be proven with proper documentation that we do not have but presume the Hutchens possess). Specifically, we have included:

1. A summary letter from our clients to us dated July 31, 2018. That letter refers to 17 different documents which we have tabbed and are providing to you. We have included that letter for your review, as it includes a helpful summary of the documents that are enclosed herein. Please be advised that we do not have instructions to waive privilege over those documents where privilege properly attaches;
2. A copy of various judgments and motion materials relating to same from the District Court of Colorado; and
3. Our motion record in Superior Court of Justice, London Court File No. 2651/17.

We have reviewed the Interim Order dated February 28, 2019, that appoints the interim receiver. We are concerned that the last sentence in paragraph four of the Order. Specifically, no disclosure of Records due to statutory provisions prohibiting such disclosure. We interpret this to prevent us from disclosing information that is subject to the deemed undertaking rule in our

DIRECT
TELEPHONE (519) 660-7755
FACSIMILE (519) 660-7756

HEAD OFFICE
TELEPHONE (519) 672-2121
FACSIMILE (519) 672-6065

680 Waterloo Street, London, ON N6A 3V8

SISKINDS | THE LAW FIRM

clients' Ontario action. There are two categories of documents that we have not included as we believe they are subject to the deemed undertaking rule. First, sale related documents from Meridian bank, who holds mortgages against a number of the properties. Second, the alleged Hutchens' children trust agreements relating to the properties. Kindly advise how to proceed relating to these two categories of documents.

We trust this is satisfactory and look forward to your response.

Yours truly,

Siskinds LLP

Per:
Cole S.C. Vegso

CSV/kk

Enclosure

cc. Paul Denton
Megha Sharma
Terrence Liu

APPENDIX 25

Letter from the Interim Receiver to Murray Posner, dated March 6, 2019

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NAYMARK LAW

Daniel Naymark
dnaymark@naymarklaw.com
T. 416.640.6078 | F. 647.660.5060

171 John Street, Suite 101
Toronto, ON M5T 1X3
naymarklaw.com

File No. 10197

March 6, 2019

BY EMAIL to posner.morry@gmail.com

Murray Posner

Dear Mr. Posner:

Re: *Stevens et. al. v. Hutchens et. al.* (Court File No. CV-18-608271-00CL)
Interim Receiver Information Request

I write as counsel to A. Farber & Partners Inc. (the "**Receiver**"), in its capacity as interim receiver pursuant to the February 28, 2019 order of Justice Penny in this matter (the "**Order**"). A copy of the Order is enclosed.

I understand that you are or have been the accountant for the respondents (Sandy Hutchens and Tanya Hutchens), and/or affiliated entities including the corporations listed at Schedule A to the Order.

Pursuant to paragraph 2(f) of the Order, the Receiver intends to examine you under oath. We would like to conduct that examination on March 11 or 12, 2019. **Please advise if you are available on one of those two dates, or if not, what your earliest availability is.**

In addition, pursuant to paragraphs 2 to 6 of the Order, **please provide the following information and records** in advance of your examination:

1. Provide copies of Mr. Hutchens' and Mrs. Hutchens' complete tax returns for 2014-2018; and
2. Provide copies of the complete (a) tax returns and (b) financial statements for 2014-2018 for the corporations listed in Schedule A to the Order and for the owners of (a) 241 Lloyd Street, Sudbury; (b) 480 Linda Street, Sudbury; (c) 1755 Regent Street, Sudbury; and (d) 380 Elgin Street, Sudbury. If any these records are not in your power, possession or control but you are aware of their location, please advise where they are located.

Yours truly,

Daniel Naymark

Encl.

c. Terrence Liu (Naymark Law)
Paul Denton and Megha Sharma (A. Farber & Partners Inc.)

APPENDIX 26

Letter from the Interim Receiver to counsel for Adroit Advocates, LLC, dated March 6, 2019

NAYMARK LAW

Daniel Naymark
dnaymark@naymarklaw.com
T. 416.640.6078 | F. 647.660.5060

171 John Street, Suite 101
Toronto, ON M5T 1X3
naymarklaw.com

File No. 10197

March 6, 2019

BY EMAIL & FAX

Brett Moldaver
Moldaver Barristers
1608-365 Bloor Street East
Toronto, Ontario, M4W 3L4

Dear Mr. Moldaver:

Re: *Stevens et. al. v. Hutchens et. al.* (Court File No. CV-18-608271-00CL)
Interim Receiver Information Request

I write as counsel to A. Farber & Partners Inc. (the "**Receiver**"), in its capacity as interim receiver pursuant to the February 28, 2019 order of Justice Penny in this matter (the "**Order**"). A copy of the Order is enclosed.

I understand that you act for Adroit Advocates LLC, a mortgagee of certain of the properties that are the subject of the Order,[1] in the registered amount of $2 million. Pursuant to paragraphs 2 to 6 of the Order, we ask that your client please advise the nature and amount of the debt to which the mortgages relate, and provide corresponding records.

Please provide these documents and information on or before March 12, 2019 if possible, as the Receiver wishes to report to the Court on the claims against the subject properties prior to the next scheduled hearing date of March 18, 2019.

Yours truly,

Daniel Naymark

c. Terrence Liu (Naymark Law)
Paul Denton and Megha Sharma (A. Farber & Partners Inc.)

[1] 29 Laren Street, Sudbury; 110-114 Pine Street, Sudbury; 3415 Errington Avenue, Chelmsford; 3419 Errington Avenue, Chelmsford; 331 Regent Street, Sudbury; 17 Serpentine Street, Sudbury.

APPENDIX 27

Letter from the Interim Receiver to
KEB Hanna Bank,
dated March 11, 2019

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NAYMARK LAW

Daniel Naymark
dnaymark@naymarklaw.com
T. 416.640.6078 | F. 647.660.5060

171 John Street, Suite 101
Toronto, ON M5T 1X3
naymarklaw.com

File No. 10197

March 11, 2019

BY FAX to (905) 707-0171

Branch Manager
KEB Hana Bank Canada
7670 Yonge Street, Suite 5
Thornhill, Ontario, L4J 1W1

Dear Madam or Sir:

Re: *Stevens et. al. v. Hutchens et. al.* (Court File No. CV-18-608271-00CL)
Interim Receiver Information Request

I write as counsel to A. Farber & Partners Inc. (the "**Receiver**"), which the Ontario Superior Court of Justice has appointed interim receiver over the assets, undertakings and properties of certain customers of KEB Hana Bank Canada ("**KEB**"). The February 28, 2019 order of Justice Penny appointing the Receiver (the "**Order**") is enclosed.

Pursuant to paragraphs 2 to 4 of the Order, **we ask that KEB provide the following information and records.** As the Court's schedule permits the Receiver only a short window of time to complete its work, we would appreciate it if you could respond **today or tomorrow.**

1. Provide account statements from February 2015 to present, for the following accounts:

Account holder name	Account number
241 Lloyd Street Inc.	45202010076
241 Lloyd Street Inc.	45212000801
Sandy Craig Hutchens	45204045875

2. Identify whether any other accounts have been held by any of the following persons at KEB (each of whose asserts are subject to the Order), and if such accounts exist(ed), produce account statements for any such accounts from February 2015 to the present:
    a. Sandy Hutchens
    b. Sandy Craig Hutchens
    c. S. Craig Hutchens
    d. Craig Hutchens
    e. Moishe Alexander Ben Avrohom
    f. Moishe Alexander Ben Avraham
    g. Moshe Alexander Ben Avrohom
    h. Fred Hayes
    i. Fred Merchant
    j. Alexander Macdonald

k. Mathew Kovce
l. Ed Ryan
m. Tanya Hutchens
n. Tatiana Hutchens
o. Tatiana Brik
p. Tanya Brik-Hutchens
q. 29 Laren Street Inc.
r. 3415 Errington Avenue Inc.
s. 3419 Errington Avenue Inc.
t. 331 Regent Street Inc.
u. 110-114 Pine Street Inc.
v. 15-16 Keziah Court Inc.
w. 193 Mountain Street Inc.
x. 625 Ash Street Inc.
y. 101 Service Road Inc.
z. 146 Whittaker Street Inc.
aa. Estate of Judith Hutchens
bb. 364 Morris Street Inc.
cc. 367-369 Howey Drive Inc.
dd. 720 Cambrian Heights Inc.
ee. JBD Hutchens Family Holdings Inc.
ff. 17 Serpentine Street Inc.

3. Identify the signing officer(s) in KEB's records for the two accounts held in the name of 241 Lloyd Street Inc. listed in the table at paragraph 1 above, and for any accounts in the name of any corporation listed in paragraph 2 above.

Yours truly,

Daniel Naymark

Encl.

c. Terrence Liu (Naymark Law)
Paul Denton and Megha Sharma (A. Farber & Partners Inc.)

APPENDIX 28

Letter from the Interim Receiver to
Meridian Credit Union,
dated March 11, 2019

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NAYMARK LAW

Daniel Naymark
dnaymark@naymarklaw.com
T. 416.640.6078 | F. 647.660.5060

171 John Street, Suite 101
Toronto, ON M5T 1X3
naymarklaw.com

File No. 10197

March 11, 2019

BY EMAIL

Anthony D'Amico
Flett Baccario
Barristers & Solicitors
190 Division Street, P.O. Box 340
Welland, Ontario, L3B 5P9

Dear Mr. D'Amico:

Re: *Stevens et. al. v. Hutchens et. al.* (Court File No. CV-18-608271-00CL)
Interim Receiver Information Request

I write as counsel to A. Farber & Partners Inc. (the "**Receiver**"), which the Ontario Superior Court of Justice has appointed interim receiver over the assets, undertakings and properties of certain customers of Meridian Credit Union ("**Meridian**"). The February 28, 2019 order of Justice Penny appointing the Receiver (the "**Order**") is enclosed.

Pursuant to paragraphs 2 to 4 of the Order, **we ask that Meridian provide the following information and records.** As the Court's schedule permits the Receiver only a short window of time to complete its work, we would appreciate it if you could respond **today or tomorrow**.

1. Provide account statements from February 2015 to present, for the following accounts:

Account holder name	Account/member number
241 Lloyd Street Inc.	2835569
480 Linda Street Inc.	9142696
Sandy Hutchens	4025326

2. Identify whether any other accounts have been held by any of the following persons at Meridian (each of whose asserts are subject to the Order), and if such accounts exist(ed), produce account statements for any such accounts from February 2015 to the present:
    a. Sandy Hutchens
    b. Sandy Craig Hutchens
    c. S. Craig Hutchens
    d. Craig Hutchens
    e. Moishe Alexander Ben Avrohom
    f. Moishe Alexander Ben Avraham
    g. Moshe Alexander Ben Avrohom
    h. Fred Hayes
    i. Fred Merchant

j. Alexander Macdonald
k. Mathew Kovce
l. Ed Ryan
m. Tanya Hutchens
n. Tatiana Hutchens
o. Tatiana Brik
p. Tanya Brik-Hutchens
q. 29 Laren Street Inc.
r. 3415 Errington Avenue Inc.
s. 3419 Errington Avenue Inc.
t. 331 Regent Street Inc.
u. 110-114 Pine Street Inc.
v. 15-16 Keziah Court Inc.
w. 193 Mountain Street Inc.
x. 625 Ash Street Inc.
y. 101 Service Road Inc.
z. 146 Whittaker Street Inc.
aa. Estate of Judith Hutchens
bb. 364 Morris Street Inc.
cc. 367-369 Howey Drive Inc.
dd. 720 Cambrian Heights Inc.
ee. JBD Hutchens Family Holdings Inc.
ff. 17 Serpentine Street Inc.

3. Identify the signing officer(s) in Meridian's records for the accounts held in the names of 241 Lloyd Street Inc. and 1755 Regent Street Inc. listed in the table at paragraph 1 above, and for any accounts in the name of any corporation listed in paragraph 2 above.

Yours truly,

Daniel Naymark

Encl.

c. Terrence Liu (Naymark Law)
Paul Denton and Megha Sharma (A. Farber & Partners Inc.)

APPENDIX 29

Letter from the Interim Receiver to
Buduchnist Credit Union,
dated March 11, 2019

NAYMARK LAW

Daniel Naymark
dnaymark@naymarklaw.com
T. 416.640.6078 | F. 647.660.5060

171 John Street, Suite 101
Toronto, ON M5T 1X3
naymarklaw.com

File No. 10197

March 11, 2019

BY FAX to (416) 763-4512

Branch Manager
Budduchnist Credit Union
2280 Bloor Street West
Toronto, Ontario, M6S 1N9

Dear Madam or Sir:

Re: *Stevens et. al. v. Hutchens et. al.* (Court File No. CV-18-608271-00CL)
Interim Receiver Information Request

I write as counsel to A. Farber & Partners Inc. (the "**Receiver**"), which the Ontario Superior Court of Justice has appointed interim receiver over the assets, undertakings and properties of certain customers of Budduchnist Credit Union ("**Budduchnist**"). The February 28, 2019 order of Justice Penny appointing the Receiver (the "**Order**") is enclosed.

Pursuant to paragraphs 2 to 4 of the Order, **we ask that Budduchnist provide the following information and records.** As the Court's schedule permits the Receiver only a short window of time to complete its work, we would appreciate it if you could respond **today or tomorrow**.

1. Provide account statements from February 2015 to present, for the following accounts:

Account holder name	Account/member number
241 Lloyd Street Inc.	0070786
241 Lloyd Street Inc.	101007078
1755 Regent Street Inc.	0070787
Sandy Craig Hutchens	000070783

2. Identify whether any other accounts have been held by any of the following persons at Budduchnist (each of whose asserts are subject to the Order), and if such accounts exist(ed), produce account statements for any such accounts from February 2015 to the present:
    a. Sandy Hutchens
    b. Sandy Craig Hutchens
    c. S. Craig Hutchens
    d. Craig Hutchens
    e. Moishe Alexander Ben Avrohom
    f. Moishe Alexander Ben Avraham
    g. Moshe Alexander Ben Avrohom
    h. Fred Hayes
    i. Fred Merchant

j. Alexander Macdonald
k. Mathew Kovce
l. Ed Ryan
m. Tanya Hutchens
n. Tatiana Hutchens
o. Tatiana Brik
p. Tanya Brik-Hutchens
q. 29 Laren Street Inc.
r. 3415 Errington Avenue Inc.
s. 3419 Errington Avenue Inc.
t. 331 Regent Street Inc.
u. 110-114 Pine Street Inc.
v. 15-16 Keziah Court Inc.
w. 193 Mountain Street Inc.
x. 625 Ash Street Inc.
y. 101 Service Road Inc.
z. 146 Whittaker Street Inc.
aa. Estate of Judith Hutchens
bb. 364 Morris Street Inc.
cc. 367-369 Howey Drive Inc.
dd. 720 Cambrian Heights Inc.
ee. JBD Hutchens Family Holdings Inc.
ff. 17 Serpentine Street Inc.

3. Identify the signing officer(s) in Budduchnist's records for the accounts held in the names of 241 Lloyd Street Inc. and 1755 Regent Street Inc. listed in the table at paragraph 1 above, and for any accounts in the name of any corporation listed in paragraph 2 above.

Yours truly,

Daniel Naymark

Encl.

c. Terrence Liu (Naymark Law)
Paul Denton and Megha Sharma (A. Farber & Partners Inc.)

APPENDIX 30

Purview (Teranet) broker report for
193 Mountain Street, Sudbury,
Ontario

PURVIEW
POWERED BY TERANET

BROKER REPORT

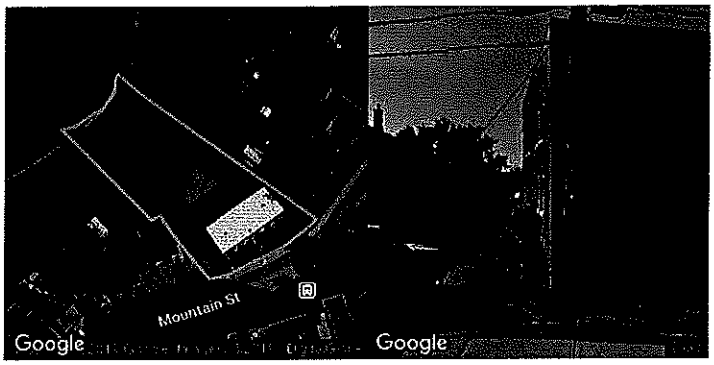
Report Date: 03-13-2019

Prepared By:

GLYNIS BASS

A Farber & Partners Inc
1220 Sheppard Ave E, Suite 300
Toronto, Ontario M2K 2S5
P:416-496-1200
gbass@afarber.com

Property Information



Property	**193 MOUNTAIN ST**
Owner	**SUDBURY APARTMENT RENTALS LIMITED**
Description	PCLS 2388, 3113 AND 21292 SEC SES LT 1 PLAN M28B EXCEPT COMM AT THE S ELY ANGLE OF LT 1; THENCE S 37 DEG 16' W ALONG THE SLY LIMIT OF LT 1 A DISTANCE OF 42 FT 3 INCHES TO THE SLY ANGLE OF SAID LT 1; THENCE S 73 DEG 04" W ALONG THE SLY LIMIT OF SAID LT 1 A DISTANCE OF 10 FT 6 INCHES TO THE SW ANGLE OF LT 1; THENCE N 52 DEG 10" W ALONG THE W LIMIT OF LT 1 A DISTANCE OF 10 FT 6 INCHES TO A POINT; THENCE N 64 DEG 29' E A DISTANCE OF 11 FT MORE OR LESS TO A POINT BEING 11.0 FT N 25 DEG 31' W OF THE SLY ANGLE OF LT 1; THENCE N 52 DEG 00' E A DISTANCE OF 38 FT MORE OR LESS TO THE POC, PLAN ATTACHED IN 33273, NOW PCL 5776 SES; LT 2 PLAN M28B EXCEPT COMMENCING AT THE S ELY ANGLE OF LT 2, THENCE S 73 DEGREES 04' W ALONG THE SLY LIMIT OF LT 2 A DISTANCE OF 63' 2" TO THE S WLY ANGLE OF LT 2, THENCE N64 DEGREES 29'EA DISTANCE OF 62' MORE OR LESS TO A POINT ON THE ELY LIMIT OF LT 2, THENCE S 52 DEGREES 10' E ALONG THE ELY LIMIT OF LT 2 A DISTANCE OF 10' 6" MORE OR LESS TO THE POC; PLAN ATTACHED IN 33273, NOW PCL 5776 SES; EXCEPT COMM AT A POINT IN THE S WESTERN LIMIT OF SAID LT 2 DISTANT 95.0 FT FROM THE MOST SLY ANGLE OF SAID LT; THENCE N 45 DEG 23' W TO A POINT IN THE HIGHWATER MARK OF THE EASTERN BANK OF JUNCTION CREEK; THENCE S WLY FOLLOWING ALONG SAID HIGHWATER MARK TO THE MOST WLY ANGLE OF SAID LT; THENCE S 54 DEG 42' E ALONG THE AFORESAID S WESTERN LIMIT 95.0 FT MORE OR LESS TO THE POC, NOW PCL 21291 SES; EXCEPT PT 1 53R8264; PT LT 3 PLAN M28B COMM AT A POINT IN THE N EASTERN LIMIT OF SAID LT 3 DISTANT 95.0 FT FROM THE MOST ELY ANGLE THEREOF; THENCE S 54 DEG 42' E ALONG SAID N EASTERN LIMIT 95.0 FT TO THE SAID MOST ELY ANGLE; THENCE S 70 DEG 32' W ALONG THE S EASTERN LIMIT OF SAID LT 18.0 FT; THENCE N 45 DEG 23' W TO THE POC; EXCEPT PT 2 53R8264 SUBJECT TO 25265 S/T LT868119 PART 6 & 7 ON PLAN 53R-16220 CITY OF SUDBURY
Perimeter	211 m
Area	2144 m^2
PIN	021320942
Registration Type	LT
Property Type	Multiplex (7+ units)

Ownership and Sales History

Ownership Information

Party To: SUDBURY APARTMENT RENTALS LIMITED

Consideration Value: $ 400,000

Sales History

Party To	Registration Date	Consideration Value	Instrument Type
SUDBURY APARTMENT RENTALS LIMITED	11-16-2018	$ 400,000	Transfer Under Power of Sale (Grant)
193 MOUNTAIN STREET INC.	07-09-2007	$ 435,000	Transfer
510207 ONTARIO LIMITED	06-15-1987	$ 76,401	Transfer

Estimated Value

Could not compute value (unsupported property type).

Your report count was not affected.

Neighbourhood Profile

Range: N/A - N/A
Average: N/A
Median: N/A

Equity Estimate

Equity Estimate		Estimated Value		Registered Mortgages (Total Face Value)
N/A	=	N/A	less	$ 0
				0 Mortgages

Comparable Sales

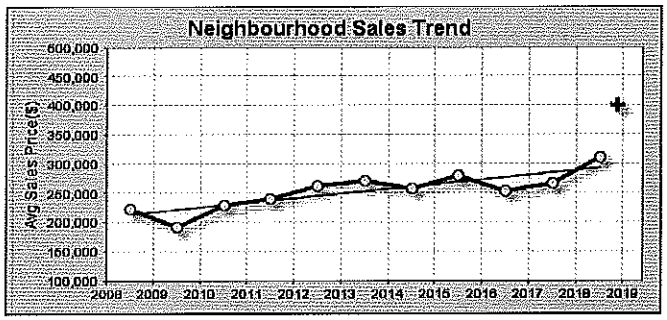
Neighbourhood Index

Total LRO Sales: 39,991

Total Block Sales: 604

Subject Property Sales Price(s)

Average Block Sales Price



Historical Comparable Sales

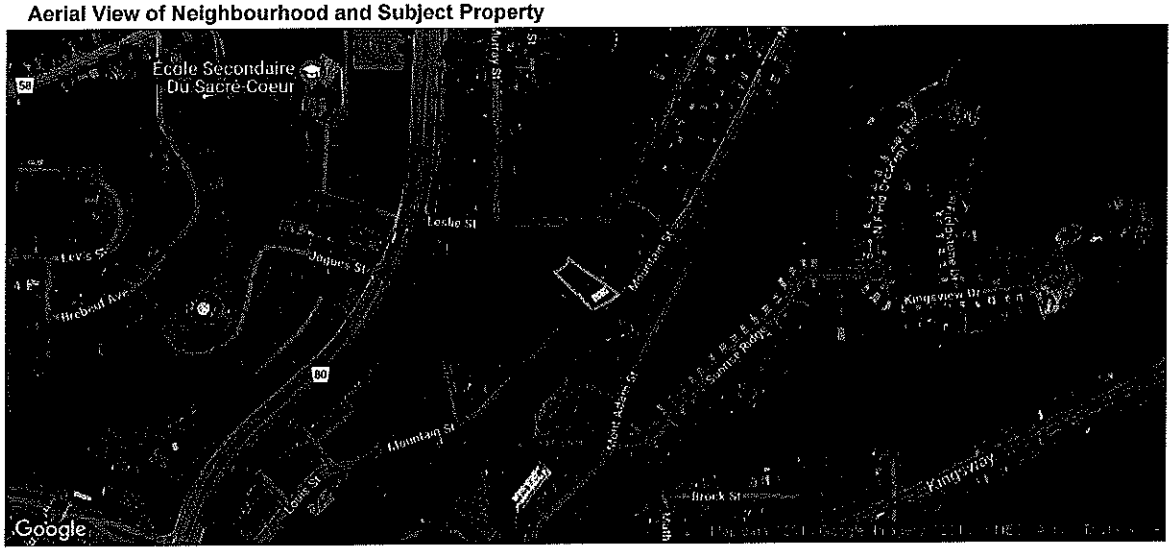
Street Address	Consideration Value	Registration Date	Area (m^2)	Distance (m)	PIN

Street Address	Consideration Value	Registration Date	Area (m^2)	Distance (m)	PIN
80 SUNRISE RIDGE DR	$ 415,900	09-28-2018	1,853	100	021321239
108 SUNRISE RIDGE DR	$ 488,100	04-26-2018	1,982	213	021321244
59 KINGSVIEW DRIVE	$ 525,500	07-18-2018	2,551	455	021321326

Comparable Sales (At Valuation Date)

N/A

Aerial View of Neighbourhood and Subject Property



Broker Report Information

Valuation Date	03-13-2019	Report ID:	3350896
AVM Model:	Teranet AVM Model	Report Date:	03-13-2019 8:43 PM
AVM Model ID:	0	User ID:	66901
AVM Model Type:	N/A	Company ID:	27460

Terms And Conditions

Reports Not the Official Record. Reports other than the Parcel Register, obtained through Purview™ Risk Management Services are not the official government record and will not necessarily reflect the current status of interests in land.

Currency of Information. Data contained in the Purview reports are not maintained real-time. Data contained in reports, other than the Parcel Register, may be out of date ten business days or more from data contained in POLARIS.

Coverage. Data, information and other products and services accessed through the Purview Risk Management Services are limited to certain land registry offices in the areas identified on the coverage map.

Completeness of the Sales History Report. Some Sales History Reports may be incomplete due to the amount of data collected during POLARIS title automation. Subject properties may also show nominal consideration or sales price (e.g. $2) in cases such as transfers between spouses or in tax exempt transfers.

The Property Information Services, reports and information are provided "as is" and your use is subject to the applicable Legal Terms and Conditions. Some information obtained from the Land Registry Information Services is not the official government record and will not reflect the current status of interests in land. Use of personal information contained herein shall relate directly to the purpose for which the data appears in land registry records and is subject to all applicable privacy legislation in respect of personal information. Such information shall not be used for marketing to a named individual.

Prepared By:

GLYNIS BASS

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TERANET RELIABLE DATA + INSIGHTFUL SOLUTIONS

APPENDIX 31

Table listing and describing Additional Properties and Purview-derived estimates of value

Print Close

FW: 29 Laren - Paydown $40,000.00 Receipt

From: **Michael Spiro** (michaelpspiro@hotmail.com)
Sent: November-06-15 10:17:44 AM
To: mark-k@chaitons.com (mark-k@chaitons.com)
1 attachment
BMO PAYDOWN RECEIPT 40 000 PD Nov 5 2015 29 Laren.pdf (293.9 KB)

Mark- Here is the update and deposit receipts, etc. for 29 Laren.

MICHAEL SPIRO
Barrister and Solicitor
3625 Dufferin St., Suite 207
Toronto, Ontario, M3K 1Z2

Tel: 416-630-1370 ex231
Fax: 416-633-2229

From: tanyahut@bell.net
To: michaelpspiro@hotmail.com
Subject: 29 Laren - Paydown $40,000.00 Receipt
Date: Thu, 5 Nov 2015 23:14:58 +0000

Hi Michael, attached please find both the Receipt from BMO's teller and the Bank Draft in the amount of $40,000.00.

This money was deposited on November 5th, 2015.

If you received any more discharge statements from BMO, kindly email them to me for my records.

To summarize, to date the following payments have been made to BMO over and above the regular monthly mortgage payments:

1. Oct 27, 2015 - $120,000.00 - proceeds from 364 Morris share sale

2. Oct 28, 2015 - $ 70,000.00 - Bank Draft payable to you in trust which you deposited into BMO

3. Nov 5, 2015 - $40,000.00 - I deposited Bank Draft at BMO Steeles/Yonge Branch (receipt attached)

Michael I will advise you when I have more funds in order to assume this mortgage. Hopefully I will have the balance early next week.

557

Thanks so much.

Shabbat Shalom

Tanya
416-831-0446

STEVENS *et al.*
Applicants

-and-

HUTCHENS *et al.*
Respondents

Court File No. CV-18-608271-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

FIRST REPORT OF THE RECEIVER
(VOLUME 2 of 2)

NAYMARK LAW
171 John Street, Suite 101
Toronto, ON M5T 1X3

Daniel Z. Naymark LSO#: 56889G
Tel: (416) 640-6078
Fax:(647) 660-5060

Terrence Liu LSO#: 64130M
Tel: (416) 640-2256
Fax:(647) 660-5060

Lawyers for the Receiver,
A. Farber & Partners Inc.