

**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

**RESPONDING APPLICATION RECORD OF JBD HUTCHENS FAMILY HOLDINGS INC. AKA JBD HUTCHENS FAMILY HOLDINGS INC., 29 LAUREN 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., 364 MORRIS STREET INC., AND 146 WHITTAKER STREET INC.**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

**James Zibarras** LSO#: 48856F

jzibarras@millerthomson.com  
Tel: 416.595.2998  
Fax: 416.595.8695

**Bobby Sachdeva** LSO#: 34454C

bsachdeva@millerthomson.com  
Tel: 905.532.6670  
Fax: 905.660.0139

**Keegan Boyd** LSO#: 57349W  
kboyd@millerthomson.com  
Tel: 416.597.6080  
Fax: 416.595.8695

Lawyers for **JBD HUTCHENS FAMILY HOLDINGS INC. aka JBD HUTCHENS FAMILY HOLDINGS INC., 29 LAUREN 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., 364 MORRIS STREET INC., and 146 WHITTAKER STREET INC.**

**TO: NECPAL LITIGATION PROFESSIONAL CORPORATION**  
171 John Street  
Suite 101  
Toronto, ON M5T 1X3

**Justin Nepal** LSO#: 56126J  
justin@necpal.com  
Tel: 416.646.2920  
Fax: 1.866.495.8389

**Anisah Hassan** LSO#: 65919L  
ahassan@necpal.com  
Tel: 416.646.1018  
Fax: 1.866.495.8389

Lawyers for the Applicants,  
**GARY STEVENS, LINDA STEVENS**  
**and 1174365 ALBERTA LTD.**

AND TO: **DONNELLY MURPHY LAWYERS P.C.**  
18 Courthouse Square  
Goderich, ON N7A 1M3

**Phil J. Smith**  
psmith@dmlaw.ca  
Tel: 519.524.2154 ext 310  
Fax: 905.523.5878

Lawyers for the Respondent,  
**SANDY HUTCHENS**

AND TO: **MASON CAPLAN ROTI LLP**  
350 Bay Street  
Suite 600  
Toronto, ON M5H 2S6

**Gary M. Caplan**  
gcaplan@mcr.law  
Tel: 416.596.7796  
Fax: 855.880.6271

Lawyers for **TANYA HUTCHENS**

AND TO: **NAYMARK LAW**  
171 John Street  
Suite 1800  
Toronto, ON M5T 1X3

**Daniel Naymark**  
dnaymark@naymarklaw.com  
Tel: 416.640.6078  
Fax: 647.660.5060

**Terrence Liu**  
tliu@naymarklaw.com  
Tel: 416.640.2256  
Fax: 647.660.5060

Lawyers for **A. FARBER & PARTNERS,**  
**THE COURT-APPOINTED INTERIM-RECEIVER**

AND TO: **A. FARBER & PARTNERS INC.**  
150 York Street  
Suite 1600  
Toronto, ON M5H 3S5

**Hylton Levy**  
hlevy@farbergroup.com  
Tel: 416.496.3070  
Fax: 416.496.3839

**Paul J. Denton**  
pdenton@farbergroup.com  
Tel: 416.496.3773  
Fax: 416.496.3839

Court Appointed Interim Receiver of  
**HUTCHENS ET AL AND NOT IN ITS  
PERSONAL OR CORPORATE CAPACITY**

# Index

**I N D E X**

<b>Tab No.</b>		<b>Page(s)</b>	
I		Affidavit of Tanya Hutchens, sworn May 14, 2019	1-122
A	<b>Exhibit A</b>	Separation Agreement, dated January 7, 2011	10-21
B	<b>Exhibit B</b>	Trust Agreement of 47 Pico Crescent entered into early 2000s	22-24
C	<b>Exhibit C</b>	Direction from Dina Brik authorizing transfer of title to 1473368 Ontario Limited dated December 16, 2002	25-26
D	<b>Exhibit D</b>	Corporation profile search of 17 Serpentine Street Inc.	27-31
E	<b>Exhibit E</b>	Trust Agreement of 17 Serpentine Street Inc. entered into October 27, 2006	32-35
F	<b>Exhibit F</b>	Trust Agreement of 367-369 Howey Drive Inc. (formerly 247 Shaughnessy Street Inc.) entered into October 27, 2006	36-39
G	<b>Exhibit G</b>	Trust Agreement of 331 Regent Street Inc. entered into February 6, 2007	40-43
H	<b>Exhibit H</b>	Trust Agreement of 3415 Errington Avenue Inc. entered into March 9, 2007	44-47
I	<b>Exhibit I</b>	Trust Agreement of 3419 Errington Avenue Inc. entered into March 9, 2007	48-51
J	<b>Exhibit J</b>	Trust Agreement of 29 Laren Street Inc. (formerly 525 Kathleen Street Inc.) entered into July 4, 2007	52-55
K	<b>Exhibit K</b>	Trust Agreement of 193 Mountain Street Inc. entered into July 4, 2007	56-59
L	<b>Exhibit L</b>	Trust Agreement of 110-114 Pine Street Inc. entered into May 15, 2008	60-63
M	<b>Exhibit M</b>	Corporate profile search of JBD Hutchens Family Holdings Inc. (formerly 3695 Clarence Street Inc.)	64-69

<b>Tab No.</b>			<b>Page(s)</b>
N	<b>Exhibit N</b>	Trust Agreement of JBD Hutchens Family Holdings Inc. (formerly 3695 Clarence Street Inc.) entered into March 9, 2007	70-73
O	<b>Exhibit O</b>	Trust Agreement of 33 Theodore Place entered into April 8, 2008	74-78
P	<b>Exhibit P</b>	Trust Agreement of 1889 Simcoe Blvd. entered into September 2, 2008	79-83
Q	<b>Exhibit Q</b>	Trust Agreement of 1760 Cross Street entered into June 28, 2013	84-88
R	<b>Exhibit R</b>	Trust Agreement of 1779 Cross Street entered into July 28, 2006	89-93
S	<b>Exhibit S</b>	Trust Agreement of 1790 Cross Street entered into March 31, 2009	94-98
T	<b>Exhibit T</b>	Trust Agreement of 1479 Maple Road entered into June 23, 2009	99-103
U	<b>Exhibit U</b>	Trust Agreement of 175 Hilda Avenue, Unit 1015 entered into June 10, 2011	104-108
V	<b>Exhibit V</b>	Trust Agreement of 1573 Houston Avenue entered into May 27, 2016	109-112
W	<b>Exhibit W</b>	Letter from TD Bank Group dated November 2, 2011	113-121

# Tab 1



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

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

BETWEEN :

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

**AFFIDAVIT OF TANYA HUTCHENS**  
**(Sworn May 14, 2019)**

I, Tanya Hutchens, of Thornhill, in the Regional Municipality of York, MAKE OATH AND SAY:

1. I have personal knowledge of the matters contained in this affidavit, except where facts are stated to be based on information and belief, in which case I have identified the source of my information and believe it to be true.
2. I currently live at 33 Theodore Place in Thornhill, Ontario. I have three children: Joshua Hutchens, born June 24, 1999; Daniel Hutchens, born June 1, 2001; and Breiana Hutchens, born May 19, 2004.
3. In December 1992, I married a man by the name of Sandy Craig Hutchens ("Sandy"). Sandy had three other children from previous marriages.
4. Sandy and I have always had a rocky relationship. We made the decision to separate in December 2010, though our relationship had deteriorated long before that. Our separation was

formalized by a Separation Agreement dated January 7, 2011. A copy of the Separation Agreement is attached as **Exhibit A**.

5. I understand that the affidavits of Howard Langer contain statements regarding Westmoreland Equity Fund, LLC (“Westmoreland”) and the scheme that the Applicants allege defrauded them of US\$9,117,817.97. I had nothing whatsoever to do with the events described. I understand that the events at issue took place in October 2014 and later, several years after my separation from Sandy. I have never been involved in Sandy’s mortgage business. At no time have I ever been involved, in any way, with a scheme to defraud the Applicants or anyone else.

6. As noted in Mr. Langer’s affidavit, the plaintiffs in a class action suit commenced in Colorado (the “Colorado Plaintiffs”) are claiming a proprietary interest in a number of properties in Ontario, including a number of properties that I hold in trust for my children, Joshua, Daniel, and Breiana.

7. My practice of establishing trusts to hold properties for the beneficial owner originated when I bought my first condominium in the early-to-mid 1990s, at 131 Beecroft Road in Toronto, Ontario. I was married to Sandy at the time, and my parents gave me a gift to put towards the purchase. Even then, I was worried Sandy and I might split up and I did not want him having any argument that would entitle him to take a portion of the money I received from my parents. My parents and I decided to have the condominium put in my mother’s name, in trust, for my benefit.

8. When Sandy and I moved into our first house in the early 2000s, at 47 Pico Crescent in Thornhill, Ontario, we followed a similar approach. My parents gifted me approximately \$200,000, and the property was put in my mom’s name initially, in trust for me. The Trust Agreement is attached as **Exhibit B**.

9. I subsequently brought a court application to have the property at 47 Pico Crescent transferred into a corporation that I established, 1473368 Ontario Limited, based on the fact the property was held in trust for me. At this time, Sandy and I had children together and I was concerned about ensuring the fruits of my labour would go to my biological children. I did not want Sandy’s children from his previous marriages to have any interest in my home. The judge

- 3 -

ordered that the property be transferred. A copy of a Direction from Dina Brik authorizing and directing the transfer of title to 1473368 Ontario Limited is attached as **Exhibit C**. A trust agreement was entered into such that the property was held on behalf of my children, though I was unable to locate a copy of this prior to finalizing this affidavit. At this time, Breiana was not yet born, so the trust agreement was in favour of Joshua and Daniel only.

10. In or around 2008, I bought 33 Theodore Place in Thornhill, Ontario, where I currently reside with my children. This home was bought using the proceeds from the sale of 47 Pico and a financial gift from my parents to my children. I held 33 Theodore Place in my own name, but again executed a trust document in favour of my children at the time of purchase.

11. Contrary to the allegations of the Colorado Plaintiffs and the Applicants in the within Application, the various trust declarations are not part of some elaborate scheme to defraud others. I created the trusts to ensure that my children are the ones to benefit from my hard work, not Sandy or anyone else. I have been able to grow the children's real estate portfolio over the years by making targeted investments on their behalf, by using monies gifted to me or my children by family and friends, by using the children's bar mitzvah money, and by borrowing money from various financial institutions. I would do what I could to purchase an additional property and would then focus on paying down the mortgage on that property using the monthly rental income it generated.

12. Pursuant to our separation agreement in 2011, Sandy is supposed to pay me child support and spousal support. He has not made the payments he is required to under the agreement. The payments I have received have been irregular.

13. I am aware that the United States District Court for the Eastern District of Pennsylvania granted a default judgment against me. I did not have notice of the proceedings in Pennsylvania and did not receive any of the pleadings with respect to the case against me. If given the opportunity, I intend to fully defend the case against me on the merits, as I had no involvement in the underlying events.

14. While I am aware that the United States District Court for the District of Colorado ordered that the Colorado Plaintiffs have a constructive trust over a number of the properties I

have been involved with, that judgment is under appeal. I understand from my US counsel that the judgment is likely to be overturned, at least in relation to me, as I had no involvement with the underlying events. Moreover, the constructive trusts are only to be imposed on assets traceable from the Colorado Plaintiffs' loan application fees. To the best of my knowledge, none of the properties held in trust for my children have been purchased or maintained using any funds that Sandy or his affiliates received from the Colorado Plaintiffs.

15. I have listed below a number of trust agreements with respect to properties held in my name or by corporations that I control for the benefit of my children. The trust agreements include both corporate trusts and personal trusts (what I refer to as "homes and cottages").

### Corporate Trusts

16. For the properties primarily purchased as investment properties, I set up corporations to effectively be the owners of the relevant trusts. I did this in conjunction with a lawyer, Michael Spiro, with a view to protecting the properties from seizure and sale in the event there was an issue with one of the other properties. In particular, I was concerned that if a tenant at one of the properties had an accident, such as a slip and fall, they might try to sue the other properties. I wanted to do whatever I could to ensure the other properties would be protected for my children.

17. I am not the beneficial owner of any of the corporate trusts and never have been.

(a) **17 Serpentine Street Inc.**

Incorporation date: October 27, 2006 (Corporate profile search attached as **Exhibit D**)

Trust Agreement entered into October 27, 2006 (attached as **Exhibit E**)

(b) **367-369 Howey Drive Inc. (formerly 247 Shaughnessy Street Inc.)**

Incorporation date: October 27, 2006 (Corporate profile search attached as **Exhibit 35** to the Affidavit of Howard Langer ("Affidavit of H. Langer"), Motion Record of the Applicants, Volume II ("**Applicants' Motion Record, Vol. II**"), Tab C)

- 5 -

Trust Agreement entered into October 27, 2006 (attached as **Exhibit F**)

JBD Hutchens Family Holdings Inc. (discussed below) owns 60% of this building.

(c) **331 Regent Street Inc.**

Incorporation date: February 6, 2007 (Corporate profile search attached as **Exhibit 32** to the Affidavit of H. Langer, Applicants' Motion Record, Vol II)

Trust Agreement entered into February 6, 2007 (attached as **Exhibit G**)

(d) **3415 Errington Avenue Inc.**

Incorporation date: March 9, 2007 (Corporate profile search attached as **Exhibit 30** to the Affidavit of H. Langer, Applicants' Motion Record, Vol II)

Trust Agreement entered into March 9, 2007 (attached as **Exhibit H**)

(e) **3419 Errington Avenue Inc.**

Incorporation date: March 9, 2007 (Corporate profile search attached as **Exhibit 31** to the Affidavit of H. Langer, Applicants' Motion Record, Vol II)

Trust Agreement entered into March 9, 2007 (attached as **Exhibit I**)

(f) **29 Laren Street Inc. (formerly 525 Kathleen Street Inc.)**

Incorporation date: July 4, 2007 (Corporate profile search attached as **Exhibit 29** to the Affidavit of H. Langer, Applicants' Motion Record, Vol II)

Trust Agreement entered into July 4, 2007 (attached as **Exhibit J**)

(g) **193 Mountain Street Inc.**

Incorporation date: July 4, 2007 (Corporate profile search attached as **Exhibit 34** to the Affidavit of H. Langer, Applicants' Motion Record, Vol II)

- 6 -

Trust Agreement entered into July 4, 2007 (attached as **Exhibit K**)

(h) **110-114 Pine Street Inc.**

Incorporation date: May 15, 2008 (Corporate profile search attached as **Exhibit 33** to the Affidavit of H. Langer, Applicants' Motion Record, Vol II)

Trust Agreement entered into May 15, 2008 (attached as **Exhibit L**)

(i) **JBD Hutchens Family Holdings Inc. (formerly 3695 Clarence Street Inc.)**

Incorporation date: March 9, 2007 (Corporate profile search attached as **Exhibit M**)

Trust Agreement entered into March 9, 2007 (attached as **Exhibit N**)

(j) **Other Corporations**

15-16 Keziah Court Inc., 625 Ash Street Inc., 364 Morris Street Inc. and 720 Cambrian Heights Inc. are corporations that previously, but no longer, own property. While there were previously trust agreements in relation to these holdings, I have not included them as the properties were sold.

**Personal Trusts**

18. As noted above, I hold a number of properties in my own name for the benefit of my children. I refer to these properties as the 'house and cottages'. While I technically hold the properties in my name, trust declarations have been in effect since the time of purchasing to clarify that my children are the beneficial owners. I entered into these trust agreements in conjunction with my lawyer, Michael Spiro, who witnessed a number of the trust agreements. I have never been the beneficial owner of these properties.

(a) **33 Theodore Place**

Date of Purchase: April 8, 2008

Trust Agreement entered into April 8, 2008 (attached as **Exhibit O**)

- 7 -

(b) **1889 Simcoe Blvd.**

Date of Purchase: September 2, 2008

Trust Agreement entered into September 2, 2008 (attached as **Exhibit P**)

(c) **1760 Cross Street**

Date of Purchase: June 28, 2013

Trust Agreement entered into June 28, 2013 (attached as **Exhibit Q**)

(d) **1779 Cross Street**

Date of Purchase: July 28, 2006

Trust Agreement entered into July 28, 2006 (attached as **Exhibit R**)

(e) **1790 Cross Street**

Date of Purchase: March 31, 2009

Trust Agreement entered into March 31, 2009 (attached as **Exhibit S**)

(f) **1479 Maple Road**

Date of Purchase: June 23, 2009

Trust Agreement entered into June 23, 2009 (attached as **Exhibit T**)

(g) **175 Hilda Avenue, Unit 1015**

Date of Purchase: June 10, 2011

Trust Agreement entered into June 10, 2011 (attached as **Exhibit U**)

(h) **1573 Houston Avenue**

Date of Purchase: May 27, 2016

Trust Agreement entered into May 27, 2016 (attached as **Exhibit V**)

### Administration of Trusts

19. As I was setting up the corporate trusts, I typically opened an individual bank account in the name of the corporation. I would then have all rental income deposited into the bank account for a particular corporation and would operate each property using its respective account.

20. As compensation for managing the various properties, I am paid an 8% management fee from the incoming rents.

21. Unfortunately, Sandy's extensive legal troubles resulted in a lot of negative publicity for me also. TD ultimately fired me as a client and closed the various accounts I had opened for the individual corporations. I have attached as **Exhibit W** a letter from TD regarding the closure of my accounts with them.

22. I subsequently tried to open accounts at a number of other financial institutions. Unfortunately, given the bad publicity, it seemed that no bank was willing to take me on as a customer given the allegations being made in various lawsuits and publicly.

23. Feeling like I had no other option, I had my mother open bank accounts in the name of two numbered corporations, 2321676 Ontario Inc. and 2321678 Ontario Limited. I used 2321676 Ontario Inc. to manage the properties owned entirely and held on the children's behalf. I used 2321678 Ontario Limited to manage the properties in which the corporations held partial ownership interests in trust for the children.

24. I used these bank accounts to deposit the incoming rent payments for the various rental properties. At first, I would track incoming rents carefully to each of the children's properties. This proved to be very complicated and time consuming given the number of incoming rental payments. Accordingly, I stopped tracking the incoming rents and relied on accountants to balance things out at the end of the year.

25. Meridian Credit Union Limited ("**Meridian**") has mortgages on a number of the properties I hold in trust. I entered into these mortgages for the following reasons. The properties



I hold in trust for the children previously had mortgages with private lenders, including Lapelle Management and my mother, Dina Brik. I had to turn to private lenders and my mother after TD fired me as a client. Meridian offered better rates than private lenders, and I paid the private lenders off using my loan with Meridian. My mother postponed her mortgages in Meridian's favour.

26. I swear this affidavit in response to the application brought against me by Gary Stevens, Linda Stevens, and 1174365 Alberta Ltd. and for no other or improper purpose.

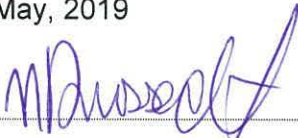
SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 14<sup>th</sup> day of May, 2019.

A Commissioner for taking Affidavits (or as may be)

TANYA HUTCHENS

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

**Tab A**

This is Exhibit "A" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this <sup>14<sup>th</sup></sup>.....  
day of May, 2019  
  
A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, **etc.**,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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.

**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 1<sup>st</sup> 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 commencing on February 1, 2011, and on the 1<sup>st</sup> 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 parties 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, pursuant to the Trust Agreement(s) signed at the time the various properties were purchased. The husband acknowledges 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 alterate their residences during the course of a year as follows:
  - (i) From the 1<sup>st</sup> day of September to the 30<sup>th</sup> day of June, the husband 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 1<sup>st</sup> day of July to the 31<sup>st</sup> day of August, the husband 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 acknowledges 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 equalization 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 1<sup>st</sup> day of March of every subsequent year until the balance is paid.
- (b) The husband acknowledges 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 in 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 Schedule 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.

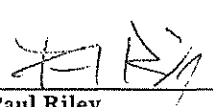
24. SOLICITOR'S ATTESTATION

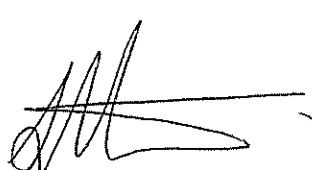
- (d) Each lawyer signs this agreement not only in his or her capacity as witness but also to attest that he or she explained to the client the meaning and implications at law of each provision of this agreement.

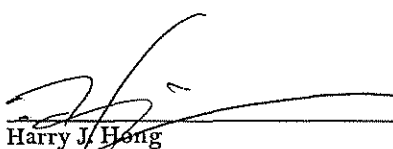
25. EXECUTION


- (d) TO EVIDENCE THEIR AGREEMENT, the husband and wife have each signed this agreement (under seal).

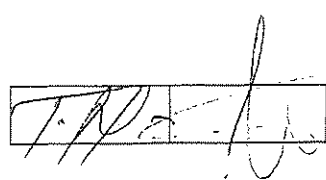
SIGNED, SEALED AND DELIVERED in the presence of

  
 \_\_\_\_\_  
**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 Theodore 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	\$ 653	RENTAL
1790 Cross St. Innisfil	\$ 450,000	Tatiana Hutchens	\$ 80,750	March 31/09	\$ 336	RENTAL
789 Lawson, Suddbury	\$ 350,000	789 Lawson Street Inc.	\$ 241,000	10-Apr-07	\$ 1,784	Multi-Res
29 Laren St., Suddbury	\$ 2,700,000	29 Laren Street Inc.	\$ 700,000	June 30/08	\$ 5,265	MULTI-RES BUILDING
3419 Errington Suddbury	\$ 550,000	3419 Errington Ave Inc.	\$ 115,000	March 16/07	\$ 906	MULTI-RES BUILDING
3415 Errington Suddbury	\$ 550,000	3415 Errington Ave Inc.	\$ 115,000	March 16/07	\$ 906	MULTI-RES BUILDING
625 Ash St. Suddbury	\$ 375,000	625 Ash St. Inc.	\$ 145,000	March 1/07	\$ 1,040	MULTI-RES BUILDING
17 Serpentine, Suddbury	\$ 400,000	17 Serpentine St Inc.	\$ 251,000	Nov 1/06	\$ 2,449	MULTI-RES BUILDING
110 Pine, Suddbury	\$ 1,200,000	110 Pine St Inc.	\$ 727,000	May 23/08	\$ 7,855	MULTI-RES BUILDING
331 Regent, Suddbury	\$ 450,000	331 Regent St Inc.	\$ 199,000	Feb 9/07	\$ 1,588	MULTI-RES BUILDING
15-16 Keziah Ct, Sudd	\$ 600,000	15-16 Keziah Court Inc.	\$ 466,002	Dec 17/17	\$ 3,717	MULTI-RES BUILDING
193 Mountain St, Suddbu	\$ 600,000	193 Mountain St Inc.	\$ 440,700	July 6, 207	\$ 4,034	MULTI-RES BUILDING
364 Morris St, Suddbury	\$ 1,100,000	364 Morris St Inc.	\$ 680,302	Apr 1/08	\$ 6,147	60% owned by me MULTI RES BUILDING
367-369 Howey Dr, Sudd	\$ 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

Handwritten signature and initials in blue ink, appearing to be 'Multi-Res' and a large stylized signature.

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 7<sup>th</sup> day )  
 of January, 2011. )

  
 \_\_\_\_\_  
 David Hoo  
 A COMMISSIONER ETC.

  
 \_\_\_\_\_  
 PAUL RILEY

**CERTIFICATE AND AFFIDAVIT OF SOLICITOR**

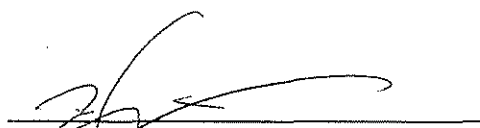
I, Harry J. Hong, of the City of Toronto, Barrister and Solicitor, **MAKE OATH AND SAY:**

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.

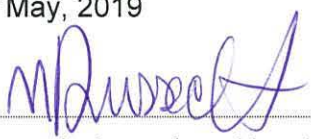
SWORN before me  
at the City of Toronto  
in the Province of Ontario  
this 7th day  
of January, 2011.

  
David Hae *Soo Jin Kim*  
A COMMISSIONER ETC.

**Soo Jin Kim, a Commissioner, etc**  
Province of Ontario, for  
Hong & Associates, Barrister & Solicitor  
Expires August 26, 2013

  
\_\_\_\_\_  
Harry J. Hong

**Tab B**

This is Exhibit "B" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this 14<sup>th</sup>.....  
day of May, 2019  
  
A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.



FAX 4164800017

KLEIN & SCHONBLUM

006

TRUST DECLARATION

THIS AGREEMENT MADE in duplicate this 29 day of March, 2001

B E T W E E N:

DINA BRIK

OF THE FIRST PART;  
(Trustee)

- and -

TANYA HUTCHENS

OF THE SECOND PART  
(Beneficiary)

WHEREAS the Trustee is the registered owner of the property municipally known as 47 Pico Crescent, Vaughan, Ontario;

AND WHEREAS the monies contributed to the acquisition of the property was made by the Beneficiary and the Trustee is in fact a bare owner of the asset and is holding title to the said property in trust for the beneficiary;

AND WHEREAS the Trustee has, at the request of the Beneficiary agreed to make and execute this Declaration;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in pursuance of the Agreement herein and in consideration of the premises, the Trustee hereby declares that he/she, his/her administrators, successors, executors and assigns, shall henceforth stand possessed of all interest in the property municipally known as 47 Pico Crescent, Vaughan, Ontario for the sole benefit of the Beneficiary.

The said Trustee agrees to execute whatever documentation may be required from the Beneficiary from time to

10/04/01 10:07 FAX 4164800017

KLEIN & SCHONBLUM

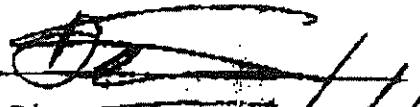
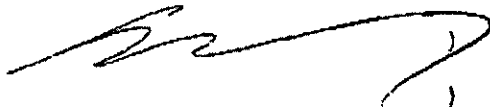
007

same in order to give effect to this Agreement and to the actual ownership of the property.

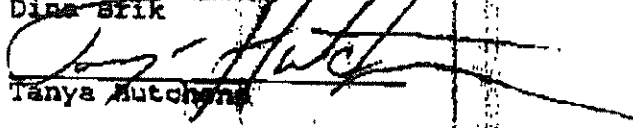
IN WITNESS WHEREOF the said parties have hereunto set their hands and seals on the date and in the year first above written.

SIGNED, SEALED & DELIVERED )

in the presence of: )



Dina Brik



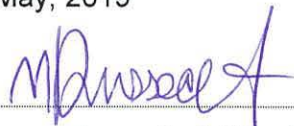
Tanya Hutchins

**Tab C**

This is Exhibit "C" referred to in the  
Affidavit of Tanya Hutchens

Sworn before me, this ..14<sup>th</sup>.....

day of May, 2019



A Commissioner for taking Affidavits

**DIRECTION**

**TO: DINA BRIK**

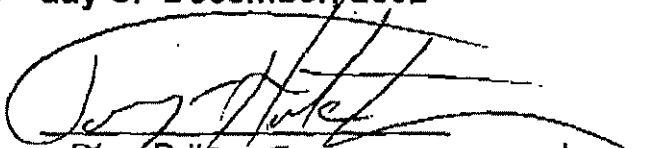
**RE: Trust Agreement dated March 29, 2001**

**In accordance with the above noted Trust Declaration, a copy of which is attached, I hereby authorize and direct you to transfer the title to 47 Pico Crescent, Vaughan, Ontario to:**

**1473368 ONTARIO LIMITED**

**and for so doing, this shall be your full, sufficient and irrevocable authority for so doing.**

Dated this *16th* day of December, 2002

  
~~Dina Brik~~ TANYA HUTCHENS

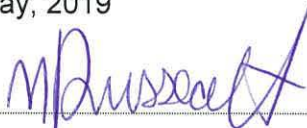
  
Witness

**Tab D**

This is Exhibit "D" referred to in the  
Affidavit of Tanya Hutchens

Sworn before me, this 14<sup>th</sup> .....

day of May, 2019



A Commissioner for taking Affidavits

Request ID: 023079244  
 Transaction ID: 71765539  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2019/05/13  
 Time Report Produced: 15:56:14  
 Page: 1

# CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>	<b>Incorporation Date</b>
1714529	17 SERPENTINE STREET INC.	2006/10/27
		<b>Jurisdiction</b>
		ONTARIO
<b>Corporation Type</b>	<b>Corporation Status</b>	<b>Former Jurisdiction</b>
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
<b>Registered Office Address</b>	<b>Date Amalgamated</b>	<b>Amalgamation Ind.</b>
33 THEODORE PLACE	NOT APPLICABLE	NOT APPLICABLE
THORNHILL ONTARIO CANADA L4J 8E2	<b>New Amal. Number</b>	<b>Notice Date</b>
	NOT APPLICABLE	NOT APPLICABLE
<b>Mailing Address</b>		<b>Letter Date</b>
33 THEODORE PLACE		NOT APPLICABLE
THORNHILL ONTARIO CANADA L4J 8E2	<b>Revival Date</b>	<b>Continuation Date</b>
	NOT APPLICABLE	NOT APPLICABLE
	<b>Transferred Out Date</b>	<b>Cancel/Inactive Date</b>
	NOT APPLICABLE	NOT APPLICABLE
	<b>EP Licence Eff.Date</b>	<b>EP Licence Term.Date</b>
	NOT APPLICABLE	NOT APPLICABLE
	<b>Number of Directors</b>	<b>Date Commenced</b>
	<b>Minimum      Maximum</b>	<b>in Ontario</b>
	00001      00010	NOT APPLICABLE
<b>Activity Classification</b>		<b>Date Ceased</b>
NOT AVAILABLE		<b>in Ontario</b>
		NOT APPLICABLE



Request ID: 023079244  
 Transaction ID: 71765539  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2019/05/13  
 Time Report Produced: 15:56:14  
 Page: 2

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1714529	17 SERPENTINE STREET INC.

Corporate Name History	Effective Date
17 SERPENTINE STREET INC.	2006/10/27

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

Administrator: Name (Individual / Corporation)	Address
TANYA HUTCHENS	33 THEODORE PLACE  THORNHILL ONTARIO CANADA L4J 8E2

Date Began	First Director	
2011/01/01	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

Request ID: 023079244  
 Transaction ID: 71765539  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2019/05/13  
 Time Report Produced: 15:56:14  
 Page: 3

## CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>
1714529	17 SERPENTINE STREET INC.

<b>Administrator: Name (Individual / Corporation)</b>	<b>Address</b>
TANYA HUTCHENS	33 THEODORE PLACE  THORNHILL ONTARIO CANADA L4J 8E2

<b>Date Began</b>	<b>First Director</b>	
2011/01/01	NOT APPLICABLE	
<b>Designation</b>	<b>Officer Type</b>	<b>Resident Canadian</b>
OFFICER	PRESIDENT	Y

<b>Administrator: Name (Individual / Corporation)</b>	<b>Address</b>
TANYA HUTCHENS	33 THEODORE PLACE  THORNHILL ONTARIO CANADA L4J 8E2

<b>Date Began</b>	<b>First Director</b>	
2011/01/01	NOT APPLICABLE	
<b>Designation</b>	<b>Officer Type</b>	<b>Resident Canadian</b>
OFFICER	SECRETARY	Y

Request ID: 023079244  
Transaction ID: 71765539  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/05/13  
Time Report Produced: 15:56:14  
Page: 4

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1714529	17 SERPENTINE STREET INC.

### Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2011	1C	2013/02/15

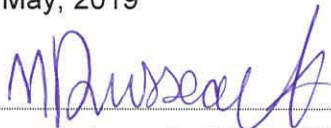
THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

# Tab E

This is Exhibit "E" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this ...14<sup>th</sup>.....  
day of May, 2019

A handwritten signature in blue ink, appearing to read "M. Dussseau".

A Commissioner for taking Affidavits

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.

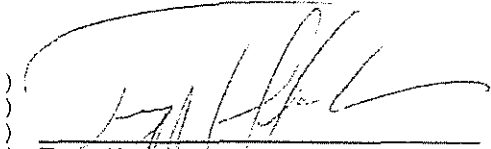
15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

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

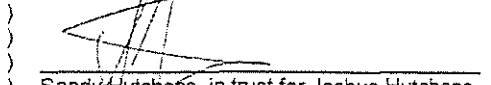
SIGNED, SEALED AND DELIVERED  
in the presence of

*D. Baik*

*D. Baik*



Tanya Hutchens



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



# Tab F

This is Exhibit "F" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this <sup>14<sup>th</sup></sup>.....  
day of May, 2019  
  
A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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;

- (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.

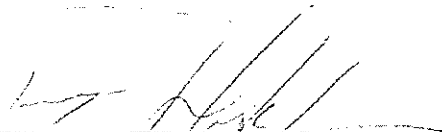

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

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. Berk*  
*D. Berk*

)  
)  
)   
) Tanya Hutchens  
)  
)   
) Sandy Hutchens, in trust for Joshua Hutchens,  
) Daniel Hutchens and Braiana Hutchens

**Tab G**

This is Exhibit "G" referred to in the

Affidavit of Tanya Hutchens

Sworn before me, this 14<sup>th</sup>.....

day of May, 2019



A Commissioner for taking Affidavits

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 to 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.

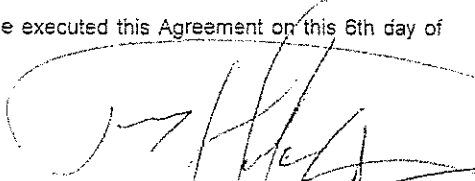

15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

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

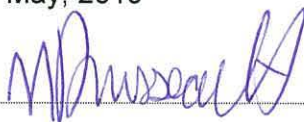
*D. Berk*

*D. Berk*

)   
) \_\_\_\_\_  
) Tanya Hutchens  
)   
) \_\_\_\_\_  
) Sandy Hutchens, in trust for Joshua Hutchens,  
) Daniel Hutchens and Breiana Hutchens

**Tab H**

This is Exhibit "H" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this ...14<sup>th</sup>...  
day of May, 2019



A Commissioner for taking Affidavits

Madeline Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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;

(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


*[Handwritten signatures]*  
B. Brink  
B. Brink

) *[Handwritten signature]*  
)  
) Tanya Hutchens  
)  
) *[Handwritten signature]*  
) Sandy Hutchens, in trust for Joshua Hutchens,  
) Daniel Hutchens and Breiana Hutchens

# Tab I



This is Exhibit "I" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this 14<sup>th</sup> .....  
day of May, 2019



A Commissioner for taking Affidavits

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.


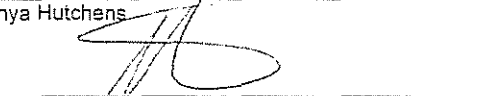
14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

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.

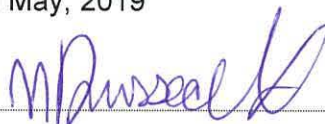
SIGNED, SEALED AND DELIVERED  
in the presence of

*D. Brook*  
*D. Brook*

)  
)  
)   
) Tanya Hutchens  
)  
)   
) Sandy Hutchens, in trust for Joshua Hutchens,  
) Daniel Hutchens and Braiana Hutchens

**Tab J**

This is Exhibit "J" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this 14<sup>th</sup> .....  
day of May, 2019



A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, **etc.**,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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 525 KATHLEEN 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.

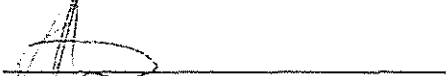
15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

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



Tanya Hutchens



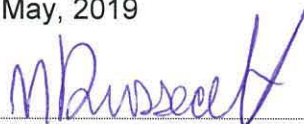
Sandy Hutchens, in trust for Joshua Hutchens,  
Daniel Hutchens and Breiana Hutchens

# Tab K

This is Exhibit "K" referred to in the  
Affidavit of Tanya Hutchens

Sworn before me, this <sup>14<sup>th</sup></sup> .....

day of May, 2019



A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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. Beik*  
*D. Beik*

*Tanya Hutchens*  
\_\_\_\_\_  
Tanya Hutchens  
*Sandy Hutchens*  
\_\_\_\_\_  
Sandy Hutchens, in trust for Joshua Hutchens,  
Daniel Hutchens and Breiana Hutchens

# Tab L

This is Exhibit "L" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this 14<sup>th</sup>  
day of May, 2019



A Commissioner for taking Affidavits

**Madeleine Rebecca Dusseault, a Commissioner, etc.,**  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.



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.

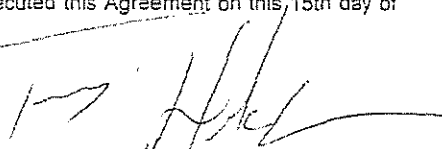
14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

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. Brook*  
*D. Brook*

)   
) \_\_\_\_\_  
) Tanya Hutchens  
) \_\_\_\_\_  
) Sandy Hutchens, In trust for Joshua Hutchens,  
) Daniel Hutchens and Breiana Hutchens

**Tab M**

This is Exhibit "M" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this <sup>14<sup>th</sup></sup> .....  
day of May, 2019  
  
A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, **etc.**,  
Province of Ontario, while a **Student-at-Law**.  
Expires March 21, 2020.

Request ID: 023079245  
 Transaction ID: 71765538  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2019/05/13  
 Time Report Produced: 15:56:13  
 Page: 1

## CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>	<b>Incorporation Date</b>
2129981	JBD HUTCHENS FAMILY HOLDINGS INC.	2007/03/09
		<b>Jurisdiction</b>
		ONTARIO
<b>Corporation Type</b>	<b>Corporation Status</b>	<b>Former Jurisdiction</b>
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
<b>Registered Office Address</b>		<b>Date Amalgamated</b>
33 THEODORE PLACE		NOT APPLICABLE
		<b>Amalgamation Ind.</b>
		NOT APPLICABLE
		<b>New Amal. Number</b>
		NOT APPLICABLE
		<b>Notice Date</b>
		NOT APPLICABLE
		<b>Letter Date</b>
		NOT APPLICABLE
<b>Mailing Address</b>		<b>Revival Date</b>
33 THEODORE PLACE		NOT APPLICABLE
		<b>Continuation Date</b>
		NOT APPLICABLE
		<b>Transferred Out Date</b>
		NOT APPLICABLE
		<b>Cancel/Inactive Date</b>
		NOT APPLICABLE
		<b>EP Licence Eff.Date</b>
		NOT APPLICABLE
		<b>EP Licence Term.Date</b>
		NOT APPLICABLE
	<b>Number of Directors</b>	<b>Date Commenced</b>
	<b>Minimum</b>	<b>in Ontario</b>
	<b>Maximum</b>	<b>Date Ceased</b>
	00001	<b>in Ontario</b>
	00010	NOT APPLICABLE
<b>Activity Classification</b>		NOT APPLICABLE
NOT AVAILABLE		

Request ID: 023079245  
 Transaction ID: 71765538  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2019/05/13  
 Time Report Produced: 15:56:13  
 Page: 2

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2129981	JBD HUTCHENS FAMILY HOLDINGS INC.

Corporate Name History	Effective Date
JBD HUTCHENS FAMILY HOLDINGS INC.	2008/02/20
3695 CLARENCE STREET INC.	2007/03/09

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

Administrator: Name (Individual / Corporation)	Address
TANYA HUTCHENS	33 THEODORE PLACE  THORNHILL ONTARIO CANADA L4J 8E2

Date Began	First Director	
2007/03/09	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

Request ID: 023079245  
 Transaction ID: 71765538  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2019/05/13  
 Time Report Produced: 15:56:13  
 Page: 3

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2129981	JBD HUTCHENS FAMILTY HOLDINGS INC.

Administrator: Name (Individual / Corporation)	Address
TANYA HUTCHENS	33 THEODORE PLACE  THORNHILL ONTARIO CANADA L4J 8E2

Date Began	First Director	Resident Canadian
2007/03/09	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	SECRETARY	Y

Administrator: Name (Individual / Corporation)	Address
TANYA HUTCHENS	33 THEODORE PLACE  THORNHILL ONTARIO CANADA L4J 8E2

Date Began	First Director	Resident Canadian
2011/01/01	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	PRESIDENT	Y



Request ID: 023079245  
 Transaction ID: 71765538  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2019/05/13  
 Time Report Produced: 15:56:13  
 Page: 4

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2129981	JBD HUTCHENS FAMILY HOLDINGS INC.

Administrator: Name (Individual / Corporation)	Address
TANYA HUTCHENS	33 THEODORE PLACE  THORNHILL ONTARIO CANADA L4J 8E2

Date Began	First Director	Resident Canadian
2011/01/01	NOT APPLICABLE	
Designation	Officer Type	
OFFICER	TREASURER	Y

Request ID: 023079245  
Transaction ID: 71765538  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/05/13  
Time Report Produced: 15:56:13  
Page: 5

## CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2129981

JBD HUTCHENS FAMILY HOLDINGS INC.

### Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2011	1C	2012/12/15

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

**Tab N**

This is Exhibit "N" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this 14<sup>th</sup> .....  
day of May, 2019



A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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.

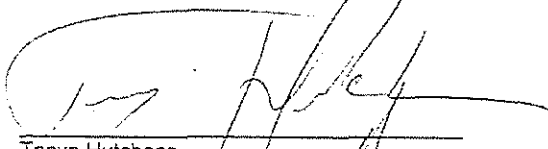
14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

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. Berk*  
*D. Berk*

)   
) \_\_\_\_\_  
) Tanya Hutchens  
) \_\_\_\_\_  
) Sandy Hutchens, in trust for Joshua Hutchens.  
) Daniel Hutchens and Breiana Hutchens

# Tab O



This is Exhibit "O" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this 14<sup>th</sup> .....  
day of May, 2019



A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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.

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.

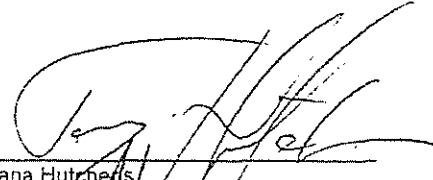
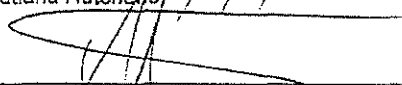
14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

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.

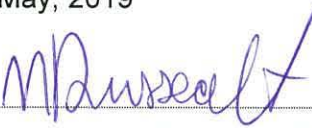
IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 8th day of April, 2008.

SIGNED, SEALED AND DELIVERED  
in the presence of

*Martina Lapinskas*

)  
 )  
 )  
 )  
 )   
 ) Tatiana Hutchens  
 )  
 )   
 ) Sandy Craig Hutchens, on behalf of  
 ) Joshua Hutchens, Daniel Hutchens and  
 ) Breiana Hutchens

**Tab P**

This is Exhibit "P" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this 14<sup>th</sup>.....  
day of May, 2019  
  
A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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 1889 Simcoe Boulevard, 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.



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.

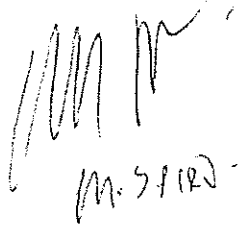
13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

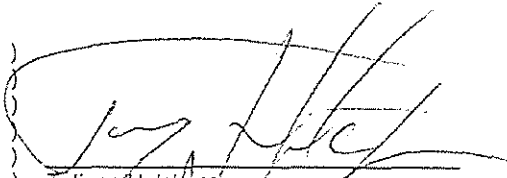
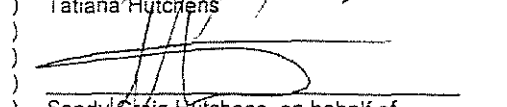
14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

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 2nd day of September, 2008.

SIGNED, SEALED AND DELIVERED  
in the presence of

  
M. S. 122

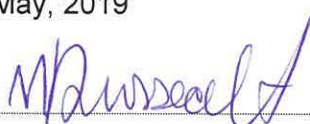
)   
) Tatiana Hutchens  
)   
) Sandy/Craig Hutchens, on behalf of  
) Joshua Hutchens, Daniel Hutchens and  
) Breiana Hutchens

**Tab Q**

This is Exhibit "Q" referred to in the  
Affidavit of Tanya Hutchens

Sworn before me, this 14<sup>th</sup> .....

day of May, 2019



A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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 1760 Cross Street, Innisfil, Ontario, described as Lot 73, Plan 881, Town of Innisfil, County of Simcoe (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.

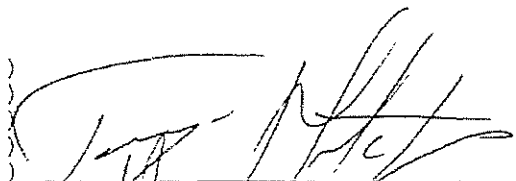
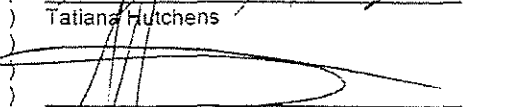
13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

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 28th day of June, 2013.

SIGNED, SEALED AND DELIVERED  
in the presence of

  
 \_\_\_\_\_  
 Tatiana Hutchens  
  
 \_\_\_\_\_  
 ) Sandy Craig Hutchens, on behalf of  
 ) Joshua Hutchens, Daniel Hutchens and  
 ) Breiana Hutchens

**Tab R**

This is Exhibit "R" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this 14<sup>th</sup>.....  
day of May, 2019



A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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.

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.

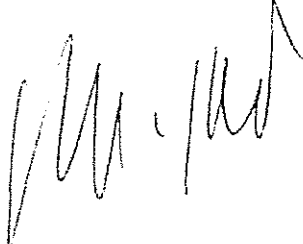
9. It is understood and agreed by all parties hereto that the relationship of the parties is that of principal and bare trustee or nominee only, that there is no intention to create a relationship of partnership between the Beneficial Owner and the Trustee, and that this Agreement should not be construed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

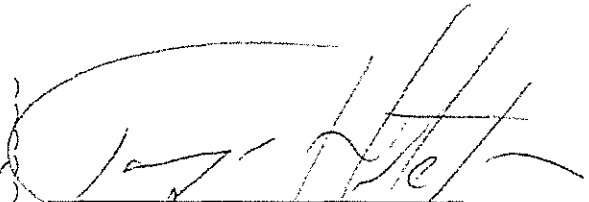
- 11. All notices and other communications required or otherwise given pursuant to this Agreement shall be in writing and shall be sufficiently given for all purposes if mailed by prepaid registered mail return receipt requested, and sent to the respective parties at such addresses as they may from time 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 28th day of July, 2006.

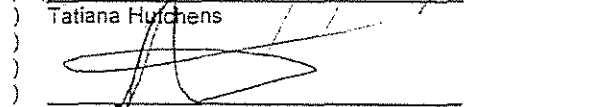
SIGNED, SEALED AND DELIVERED  
in the presence of



M. SPIRO



Tatiana Hutchens



Sandy Craig Hutchens, on behalf of  
Joshua Hutchens, Daniel Hutchens and  
Breiana Hutchens

**Tab S**



This is Exhibit "S" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this 14<sup>th</sup> .....  
day of May, 2019



A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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 1790 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.

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.

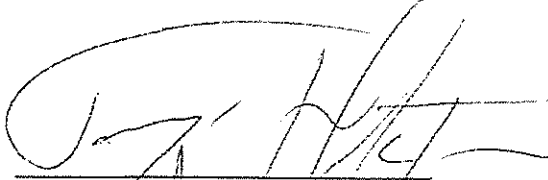
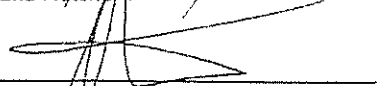
14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

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 31st day of March, 2009.

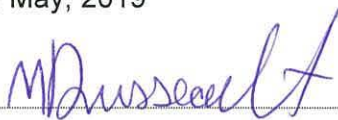
SIGNED, SEALED AND DELIVERED  
in the presence of

*Handwritten notes:*  
M-125  
M-5 P1120

)   
 ) \_\_\_\_\_  
 ) Tatiana Hutchens  
 )   
 ) \_\_\_\_\_  
 ) Sandy Craig Hutchens, on behalf of  
 ) Joshua Hutchens, Daniel Hutchens and  
 ) Breiana Hutchens

**Tab T**

This is Exhibit "T" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this <sup>14<sup>th</sup></sup>.....  
day of May, 2019



A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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 1479 Maple Road, 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.



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.

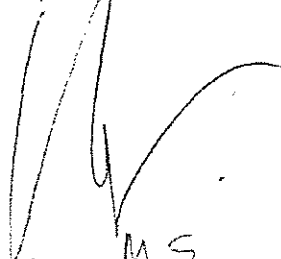
13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

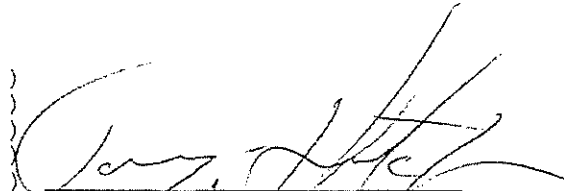
14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

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 23rd day of June, 2009.

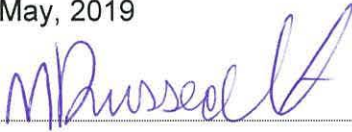
SIGNED, SEALED AND DELIVERED  
in the presence of

  
M. S.  
M. SPIRO

)   
) \_\_\_\_\_  
) Tatiana Hutchens  
) \_\_\_\_\_  
) Sandy Craig Hutchens, on behalf of  
) Joshua Hutchens, Daniel Hutchens and  
) Breiana Hutchens

**Tab U**

This is Exhibit "U" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this 14<sup>th</sup>  
day of May, 2019



A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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.

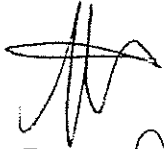
13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

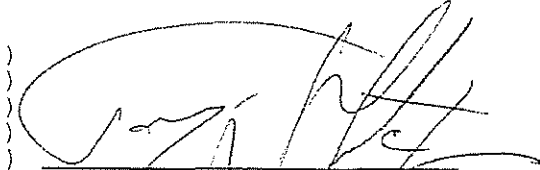

14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

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.

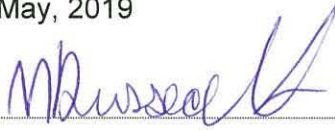
SIGNED, SEALED AND DELIVERED  
in the presence of

  
Jennifer Hutchens.

)   
) Tatiana Hutchens  
)   
) Sandy Craig Hutchens, on behalf of  
) Joshua Hutchens, Daniel Hutchens and  
) Breiana Hutchens

# Tab V

This is Exhibit "V" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this 14<sup>th</sup> .....  
day of May, 2019



A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.

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 1573 Houston Avenue, Innisfil, ON L9S 4M7 (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 remain 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 effecting 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 Tatrana 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.

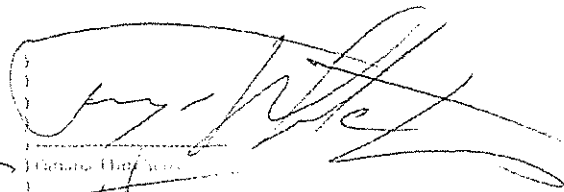
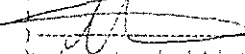
14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

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 27th day of May, 2016.

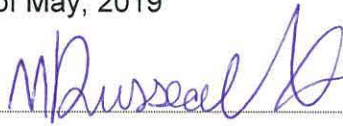
SIGNED, SEALED AND DELIVERED  
in the presence of

  
**KEISHA-ANN SHAW HILL**  
Barrister & Solicitor

  
Tatrana Hutchens  
  
Sandy Craig Hutchens and on behalf of  
Tatrana Hutchens, Daniel Hutchens and  
by Tatr Hutchens

# Tab W

This is Exhibit "W" referred to in the  
Affidavit of Tanya Hutchens  
Sworn before me, this 14<sup>th</sup>.....  
day of May, 2019



A Commissioner for taking Affidavits

Madeleine Rebecca Dusseault, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires March 21, 2020.





TD Bank Group

November 2, 2011

MRS TATIANA HUTCHENS  
33 THEODORE PL  
THORNHILL ON L4J 8E2

Dear Mrs. Hutchens,

Thank you for speaking with us regarding our business decision to conclude your banking relationship with TD Canada Trust.

As we discussed, we reviewed your accounts and reached the decision that we could not retain them. Unfortunately we will not be satisfying your request to delay the date which your accounts will be closed.

Typically when a client has unresolved concerns we offer the services of the TD Ombudsman's office. Although this service remains available to you, we would like you to be aware that we have consulted with the TD Ombudsman's office and they have advised that it is outside of their mandate to intervene on behalf of a customer in regard to business decisions such as this. We have provided you with this letter and a copy of our brochure "If You Have a Problem or Concern" which contains a section titled "Additional Resources and External Agencies" which are available to you.

Mrs. Hutchens, this decision was not reached lightly, and we apologize for any inconvenience that this action causes you.



**If you  
have a  
problem  
or concern**

**Here's where to  
find the people  
who can help**



"I want to know that my bank cares about my concerns."

"I don't want to have to keep repeating myself."

"I don't know who to talk to about my concern."

## Resolving your concern

At TD Bank Group (TD), we are committed to providing you with the best customer experience we can. Your confidence and trust are important to us. If you have a concern with TD or the service you've received from us, we want to work with you to resolve it as quickly and effectively as possible.



### Look inside for tips on –

- Steps to getting your concern resolved
- How to contact us
- Additional resources

## The fast and easy solution

We've developed a resolution process that can deal with most concerns in a single, simple step.

### Step 1 Talk to your TD Representative

Many concerns can be resolved right at the time when they occur. Discuss your concern with your TD Representative who will be happy to help you.

If the TD Representative is not able to resolve your concern to your satisfaction, they will engage a Manager or the TD group that is responsible for your account.

**We want to resolve your concern as quickly and smoothly as possible. To help us to do this, here are some things to think about when talking to us about your concern:**

- Discuss your concern with the group where it originated
- Ask to have a Manager take part in the discussion
- Bring any information that could help explain your concern

### How to Contact Us:

TD Canada Trust	
	Visit your branch or
<b>Phone</b>	1-866-222-3456
<b>Email</b>	customer.service@td.com
<b>Mail</b>	TD Canada Trust Customer Feedback Toronto-Dominion Centre P.O. Box 193, Toronto, ON M5K 1H6
<b>Fax</b>	1-877-983-2932
TD Waterhouse	
<b>Phone</b>	Discount Brokerage: 1-800-465-5463 Financial Planning: 1-866-646-7888 Institutional Services: 1-866-563-6212 Private Client Services: 1-866-280-2022 (Includes Private Banking/Private Trust/ Private Investment Counsel and Private Investment Advice) For additional contact information, please visit our website at <a href="http://www.tdwaterhouse.ca">www.tdwaterhouse.ca</a>
TD Insurance Credit Protection	
<b>Phone</b>	1-888-983-7070
<b>Email</b>	td.insurancecustomercare@td.com
<b>Mail</b>	TD Insurance Customer Service 120 Adelaide St. W., 2nd Floor, Toronto, ON M5H 1T1
<b>Fax</b>	416-944-5827

For general inquiries, call EasyLine® at **1-866-222-3456**. To deal directly with the TD group that is responsible for your account, simply identify the appropriate group from the chart above and contact them by the method you prefer – phone, email, mail or fax.

When contacting us by email, please be sure not to include any personal or confidential information, as email correspondence is not secure

- Visa\* Zero Liability Commitment
- Visa E-Promise
- The Principal Protected Notes (PPN) Regulations Undertaking
- Online Payments
- Online Security Guarantee
- Plain Language Mortgage Documents
- Cheque Holds Commitment

Copies or additional information about the codes of conduct and public commitments can be obtained from our website at [www.td.com](http://www.td.com) or by calling a telephone banking representative at **1-800-430-6095**.

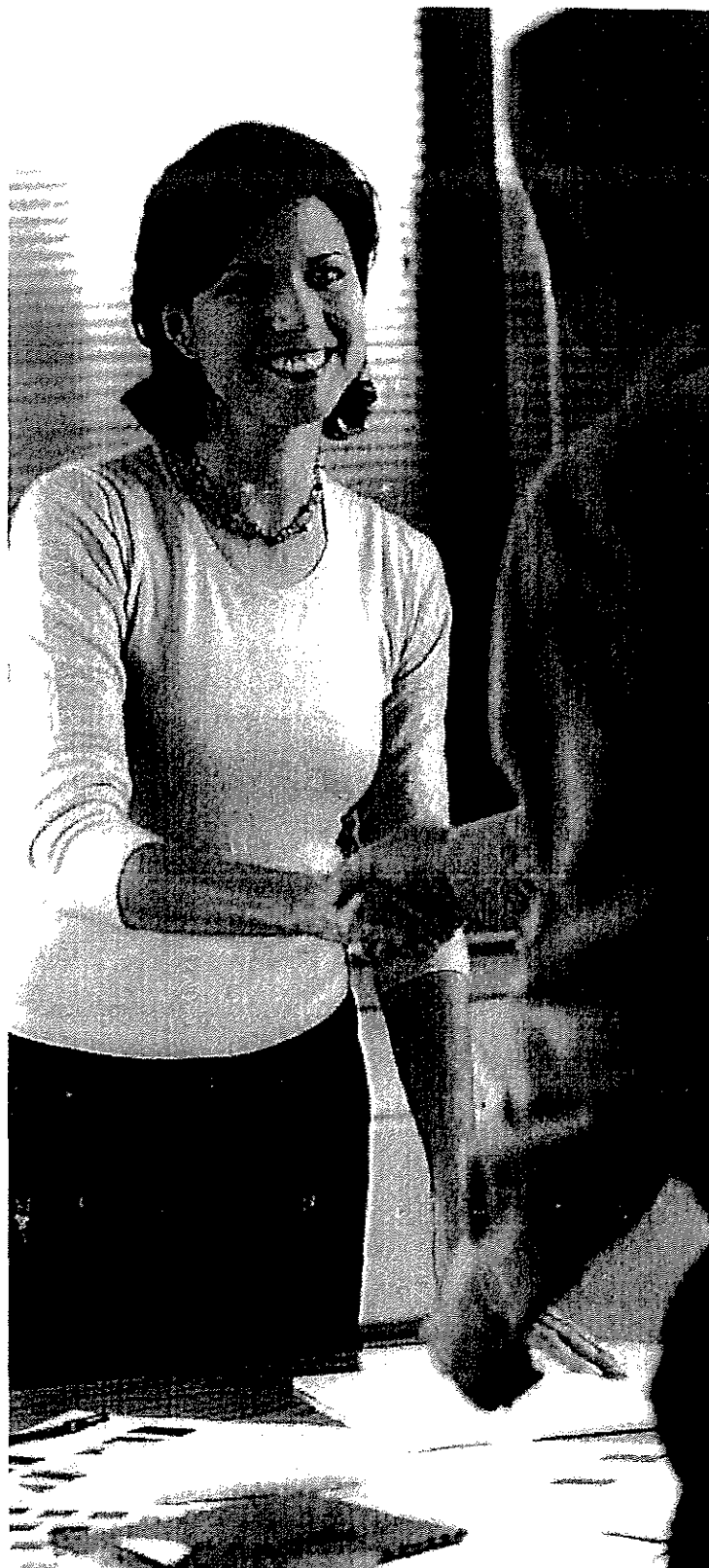
If you have a complaint that you think may involve a violation of a consumer protection law, a public commitment or an industry code of conduct, contact FCAC in writing at –

Financial Consumer Agency of Canada  
Enterprise Building, 6th Floor  
427 Laurier Avenue West  
Ottawa, ON K1R 1B9

**Phone: 1-866-461-3222**

**Online: [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)**

**Please note:** The FCAC does not become involved in matters of redress or compensation – all requests for redress from TD Bank Group must follow the problem resolution process set out in this brochure.



## Further steps you can take

If, after the first step, you are still not satisfied that your concern has been resolved, TD offers two more internal levels that can help you.

### Step 2 Elevate Your Concern

If you have contacted us and are not satisfied with the resolution that has been suggested, your concern can be referred to a representative of the Senior Management Team by simply talking to your branch. Alternatively, you can elevate your concern using the contact information below.

For escalations, please contact us at:

<b>Mail</b>	TD Canada Trust Customer Feedback Toronto-Dominion Centre P.O. Box 193, Toronto, ON M5K 1H6
<b>Fax</b>	1-877-983-2932
<b>Phone</b>	1-800-430-6095
<b>Email</b>	customerfeedback@td.com

For TD Waterhouse escalations, please contact us at:

<b>Mail</b>	Client Support Group 77 Bloor Street West, 10th Floor P.O. Box 5999, Str. F, Toronto, ON M4Y 2T1
<b>Fax</b>	1-877-725-9525
<b>Email</b>	td.waterhouse@td.com

### Step 3 Contact the TD Ombudsman

If you have been through the first two steps and you still feel your concern has not been resolved, please contact the TD Ombudsman. The office of the TD Ombudsman acts as an independent body that mediates between customers and different TD groups to resolve outstanding concerns. When you refer a concern to the TD Ombudsman, the office will conduct a thorough and impartial investigation and work to reach a fair and reasonable resolution.

The TD Ombudsman does not normally investigate concerns regarding bank policies, including credit granting policies or risk management decisions; levels of interest rates, service charges or fees that apply to all customers; or matters where legal action has already commenced or has been concluded.

Contact the TD Ombudsman

<b>Mail</b>	TD Ombudsman P.O. Box 1, Toronto-Dominion Centre Toronto, ON M5K 1A2
<b>Fax</b>	1-866-891-2410
<b>Email</b>	td.ombudsman@td.com

Include your full name, address, telephone number(s) and the details of your concern in your letter, email or fax. The TD Ombudsman can also be reached by telephone at 416-982-4884 or toll-free at 1-888-361-0319.

**T  
I  
P**

The TD Ombudsman can only deal with your concern after you have completed Steps 1 and 2 and a resolution has not been reached.

## Additional resources – External Agencies

The following independent services can provide you with information and a further review of your complaint if you do not accept the decision of the TD Ombudsman. You can also contact these services if you have waited more than 90 days for a resolution after elevating your concern (Step 2).

For TD Canada Trust complaints, contact:

<b>Mail</b>	ADR Chambers Banking Ombuds Office (ADRBO) 112 Adelaide Street East Toronto, ON M5C 1K9
<b>Phone</b>	1-800-941-3655
<b>Fax</b>	1-877-307-0014
<b>Email</b>	contact@bankingombuds.ca
<b>Website</b>	www.bankingombuds.ca

For TD Waterhouse complaints, contact:

<b>Mail</b>	Ombudsman for Banking Services and Investments (OBSI) 401 Bay Street, Suite 1505 P.O. Box 5 Toronto, ON M5H 2Y4
<b>Phone</b>	1-888-451-4519
<b>Fax</b>	1-888-422-2865
<b>Email</b>	ombudsman@obsi.ca
<b>Website</b>	www.obsi.ca

You can submit your complaint to OBSI for review either 90 days following the submission of the complaint to TD Waterhouse or once you have received a response and wish to escalate.

## Financial Consumer Agency of Canada (FCAC)

The Financial Consumer Agency of Canada supervises financial institutions such as banks to ensure that they comply with federal consumer protection laws.

At TD, we provide our customers with enhanced protection through our public commitments and our adherence to certain codes of conduct that govern the industry. These codes and commitments include –

- Canadian Code of Practice for Consumer Debit Card Services
- Code of Conduct for the Credit and Debit Card Industry in Canada
- Model Code of Conduct for Bank Relations with Small and Medium-Sized Businesses
- CBA Code of Conduct for Authorized Insurance Activities
- Principles of Consumer Protection for Electronic Commerce
- Guidelines for Transfers of Registered Plans
- Low-Cost Account
- Undertaking for Unsolicited Services

**T  
I  
P**

ADRBO and OBSI may contact TD Bank Group's internal complaint resolution staff – including the TD Ombudsman's office – to facilitate the earliest possible resolution of your complaint.

To learn more, visit any  
branch, call 1-866-222-3456  
or visit [www.td.com](http://www.td.com)

en français (in French)  
1-888-572-8925

國、粵語  
(in Cantonese/Mandarin)  
1-800-328-3698

TTY 1-800-361-1180



---

TD Waterhouse represents the products and services offered by TD Waterhouse Canada Inc. — Member of the Canadian Investor Protection Fund, TD Waterhouse Private Investment Counsel Inc., TD Waterhouse Private Banking (offered by The Toronto-Dominion Bank) and TD Waterhouse Private Trust (offered by The Canada Trust Company). ©/ The TD logo and other trade-marks are the property of The Toronto-Dominion Bank or a wholly-owned subsidiary, in Canada and/or other countries.

519460(0911)



GARY STEVENS et al  
Applicants and TANYA HUTCHENS  
Respondent

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

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

Proceeding commenced at TORONTO

**AFFIDAVIT OF TANYA HUTCHENS**  
**(Sworn May 14, 2019)**

**MILLER THOMSON LLP**  
**SCOTIA PLAZA**  
**40 KING STREET WEST, SUITE 5800**  
**P.O. BOX 1011**  
**TORONTO, ON CANADA M5H 3S1**

**James Zibarras** LSO#: 48856F  
jzibarras@millerthomson.com  
Tel: 416.595.2998 / Fax: 416.595.8695

**Bobby Sachdeva** LSO#: 34454C  
bsachdeva@millerthomson.com  
Tel: 905.532.6770 / Fax: 905.660.0139

**Keegan Boyd** LSO#: 57349W  
kboyd@millerthomson.com  
Tel: 416.597.6080 / Fax: 416.595.8695

Lawyers for **JBD HUTCHENS FAMILY**  
**HOLDINGS INC.** et al

Gary Stevens et al  
Applicants

Sandy Hutchens et al  
and  
Defendant

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**RESPONDING APPLICATION RECORD OF JBD  
HUTCHENS FAMILY HOLDINGS INC. ET AL**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

**James Zibarras** LSO#: 48856F  
jzibarras@millerthomson.com  
Tel: 416.595.2998 / Fax: 416.595.8695

**Bobby Sachdeva** LSO#: 34454C  
bsachdeva@millerthomson.com  
Tel: 905.532.6770 / Fax: 905.660.0139

**Keegan Boyd** LSO#: 57349W  
kboyd@millerthomson.com  
Tel: 416.597.6080 / Fax: 416.595.8695

Lawyers for **JBD HUTCHENS FAMILY  
HOLDINGS INC. et al**