

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

GARY STEVENS, LINDA STEVENS and 174365 ALBERTA LTD.

Applicants

and

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

Respondents

**RESPONDING MOTION RECORD OF THE RESPONDENT, TANYA
HUTCHENS**

Date: March 14, 2019

MASON CAPLAN ROTI LLP
350 Bay Street, Suite 600
Toronto, ON M5H 2S6

Gary M. Caplan (19805G)

Tel: 416-596-7796
Fax: 855-880-6271
Email: GCaplan@mcr.law

Lawyers for the Respondent, Tanya Hutchens

SERVICE LIST

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

Justin Necpal (56126J)
Tel: 416-646-2920
Fax: 1-888-495-8389
E: justin@necpal.com

Anisah Hassan (65919L)
Tel: 416-646-1018
ahassan@necpal.com

Lawyers for the Applicants

AND TO FLETT BECCARIO
Barristers & Solicitors
190 Division Street, P.O. Box 340
Welland, ON L3B 5P9

Anthony D' Amico
Tel: 905-732-4481
Fax: 905-732-2020

Lawyers for Meridian Credit Union Limited

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

Hylton Levy
Tel: 416-496-3070
Fax: 416-496-3839
Email: hlevy@farbergroup.ca

Paul Denton
Tel: 416-496-3773
Fax: 416-496-3839
Email: pdenton@farbergroup.ca

The Proposed Receiver

NAYMARK LAW
171 John Street, Suite 101
AND TO Toronto, ON M5T 1X3

Daniel Naymark
Tel: 416-640-6078
Fax: 647-660-5060
Email: dnaymark@naymarklaw.com

Lawyer to the Proposed Receiver

AND TO **SISKINDS LLP**
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8

Daniel MacKeigan
Tel: 519-660-7755
Fax: 519-660-7756
Email: dan.mackeigan@siskinds.com

Cole Vegso
Tel: 519-660-7755
Fax: 519-660-7756
Email: cole.vegso@siskinds.com

Lawyers to CGC Holding Company LLC
Harlem Algonquin LLC. and James T. Medik

INDEX

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

GARY STEVENS, LINDA STEVENS and 174365 ALBERTA LTD.

Applicants

and

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

Respondents

**RESPONDING MOTION RECORD OF THE RESPONDENT, TANYA
HUTCHENS**

INDEX

Tab	Description	Page No.
1	331 Regent Street, Sudbury, Ontario P3C 4E1	
A	Trust Agreement dated February 6, 2007	1-3
B	Trust agreement dated February 14, 2014 regarding a mortgage	4-5
2	17 Serpentine St. Copper Cliff, Ontario P0M 1N0	
A	October 27 2006 Trust agreement regarding shares	6-8
B	Trust agreement dated January 7, 2016 regarding mortgage	9-10
C	Trust Agreement dated March 27 2017 regarding transfer of Charge	11-12

3	29 Laren St, Sudbury : NOTE: no Trust Agreement for the shares in the corporation	
A	Trust Agreement dated March 24 2016 regarding mortgage	13-16
4	1889 Simcoe Blvd, Innisfil, Ontario - NOTE: no Trust Agreement	17
5	364 Morris Street, Sudbury, Ontario: NOTE: no Trust Agreement	18
6	1790 Cross St. Innisfil, Ontario: Note : no Trust Agreement regarding this property	19
7	367-369 Howie Sudbury Ontario P3B 1E9 - No Trust Agreement on shares	20
8	110-114 Pine Street, Sudbury, Ontario P3C 1X1	
A	Trust Agreement dated May 15 2008: Note that this was filed in the Colorado proceedings	21-23
B	March 27 2017: Trust agreement re Mortgage	24-25
9	625 Ash, Sudbury, Ontario: NOTE: no Trust Agreement	26
10	3415 Errington Avenue, Sudbury, Ontario P0M 1L0	
A	March 9 2007 Trust agreement for 3415 Errington: this was filed in Colorado	27-29
B	April 30 2015 Trust agreement from Brik re 3415 Errington	30-31
11	3419 Errington Avenue, Chelmsford, Sudbury, Ontario	
A	March 9 2007: Trust Agreement for 3419 Errington: this was filed in Colorado	32-34
B	May 20 2015 Trust Agreement from Brik re 3419 Errington	35-36
12	193 Mountain Street, Sudbury, Ontario	
A	July 4 2007 Trust agreement. This was filed in Colorado	37-39
13	1479 Maple Road, Innisfil, Ontario	
A	February 10 2012 Trust Declaration by Brik re mortgage	40
14	33 Theodore Place, Thornhill, Ontario	
A	April 8 2008: trust agreement: this was filed in Colorado	41-44
15	1779 Cross St., Innisfil, Ontario	
A	July 28 2006 Trust Agreement : this was filed in Colorado	45-48
16	15-16 Keziah Court: No Trust Agreement	49
17	146 Whittaker Street, Sudbury, Ontario:No Trust Agreement	50

Tab 1

Tab A

TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS, of the City of Vaughan, in the
Regional Municipality of York
(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

SANDY HUTCHENS, in trust for JOSHUA HUTCHENS,
DANIEL HUTCHENS and BREIANA HUTCHENS, of the
City of Vaughan, in the Regional Municipality of York
(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

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

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

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

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.
2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.
3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.
4. The Beneficial Owner agrees:
 - (a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;
 - (b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

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

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

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

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

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

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

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

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

(a) sufficient executed copies of any such action;

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

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

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

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

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

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

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

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

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

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

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

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

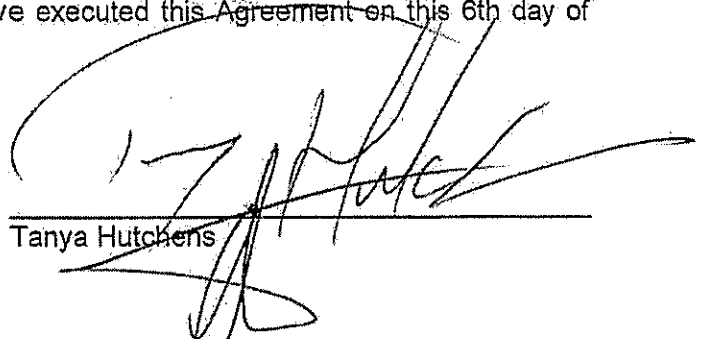
14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

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

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

SIGNED, SEALED AND DELIVERED
in the presence of

D. Baik
D. Baik



Tanya Hutchens

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

Tab B

TRUST AGREEMENT

BETWEEN:

TANYA HUTCHENS

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

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

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

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

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Trustee acknowledges that the mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.
2. The Beneficial Owner agrees:
 - (a) that the risk and profit of the mortgage is his;
 - (b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the mortgage and/or protecting the interest thereby secured;
 - (c) that the mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;
 - (d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower;
 - (e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;

Tab 2

Tab A

TRUST AGREEMENT

BETWEEN:

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

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

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

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

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

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

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

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.
2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.
3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.
4. The Beneficial Owner agrees:
 - (a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;
 - (b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;

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

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

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

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

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

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

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

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

(a) sufficient executed copies of any such action;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED
in the presence of

D. Burk
D. Burk

Tanya Hutchens

Tanya Hutchens
Sandy Hutchens

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

Tab B

TRUST AGREEMENT

BETWEEN:

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

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

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

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

WHEREAS the Trustee is the registered holder of a mortgage securing for principal the sum of \$51,000.00, given by 17 Serpentine Street Inc. with respect to the property municipally known as 17 Serpentine Street, Copper Cliff, Ontario, described as Parcel 40961, Section SES SRO, being Lot 95, Plan M1025, McKim, Greater Sudbury, identified as PIN 73599-0157 (herein called the "Mortgage");

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

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


1. The Trustee acknowledges that the Mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.
2. The Beneficial Owner agrees:
 - (a) that the risk and profit of the Mortgage is his, hers or theirs;
 - (b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the Mortgage and/or protecting the interest thereby secured;

- (c) that the Mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;
- (d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower/mortgagor;
- (e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;
- (f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;
- (g) that the Trustee is authorized to take such steps as the Trustee in her sole discretion considers advisable to enforce the terms of the Mortgage and/or preserve or protect the security;
- (h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the Mortgage if all moneys due under the Mortgage are repaid in exchange therefor;
- (i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

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

DATED this 7 day of January, 2016

SIGNED, SEALED AND DELIVERED
in the presence of

) 

 Tatiana Hutchens

 Sandy Hutchens

Tab C

TRUST AGREEMENT

BETWEEN:

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

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

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

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

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

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

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

1. The Trustee acknowledges that the Mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.
2. The Beneficial Owner agrees:
 - (a) that the risk and profit of the Mortgage is his, hers or theirs;
 - (b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the Mortgage and/or protecting the interest thereby secured;

- (c) that the Mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;
- (d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower/mortgagor;
- (e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;
- (f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;
- (g) that the Trustee is authorized to take such steps as the Trustee in her sole discretion considers advisable to enforce the terms of the Mortgage and/or preserve or protect the security;
- (h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the Mortgage if all moneys due under the Mortgage are repaid in exchange therefor;
- (i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

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

DATED this 27th day of March, 2017

SIGNED, SEALED AND DELIVERED
in the presence of

)
)
)
)
)
)
)
)
)
)
)

Tanya Hutchens

Sandy Hutchens

Tab 3

Tab A

29 Laren

8365

13

TRUST AGREEMENT

BETWEEN:

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

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

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

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

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

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

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

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

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

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

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

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

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

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

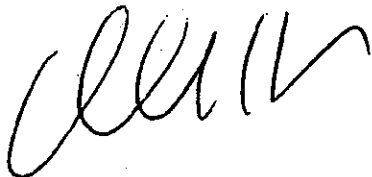
2. The Beneficial Owner agrees:

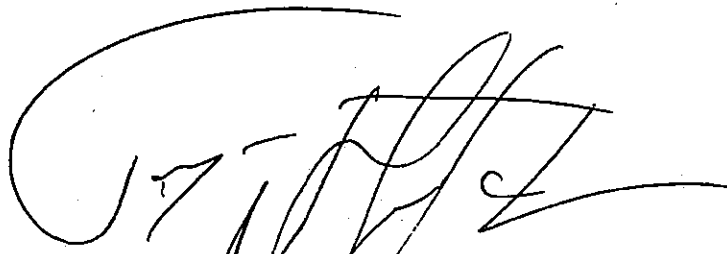
- (a) that the risk and profit of the Mortgage is his, hers or theirs;
- (b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the Mortgage and/or protecting the interest thereby secured;
- (c) that the Mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;
- (d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower/mortgagor;
- (e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;
- (f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;
- (g) that the Trustee is authorized to take such steps as the Trustee in her sole discretion considers advisable to enforce the terms of the Mortgage and/or preserve or protect the security;
- (h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the Mortgage if all moneys due under the Mortgage are repaid in exchange therefor;
- (i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

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

DATED this 24 day of March, 2016.

SIGNED, SEALED AND DELIVERED
in the presence of





 Tatiana Hutchens

 Sandy Hutchens

[Print](#)[Close](#)**FW: 29 Laren - Paydown \$40,000.00 Receipt**

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

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

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

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

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

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

This money was deposited on November 5th, 2015.

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

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

1. Oct 27, 2015 - \$120,000.00 - proceeds from 364 Morris share sale
2. Oct 28, 2015 - \$ 70,000.00 - Bank Draft payable to you in trust which you deposited into BMO
3. Nov 5, 2015 - \$40,000.00 - I deposited Bank Draft at BMO Steeles/Yonge Branch (receipt attached)

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

Thanks so much.

Shabbat Shalom

Tanya
416-831-0446

Tab 4

1889 Simcoe Blvd, Innisfil, Ontario - NOTE: no trust agreement

Tab 5

364 Morris Street, Sudbury, Ontario: NOTE: no trust agreement

Tab 6

1790 Cross St. Innisfil, Ontario: Note : no Trust Agreement regarding this property

Tab 7

367-369 Howie Sudbury Ontario P3B 1E9 - No Trust
agreement on shares

Tab 8

Tab A

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.


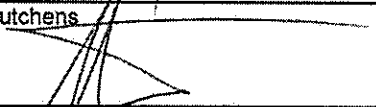
15. This Agreement shall continue in full force and effect so long as the Beneficial Owner, his successors and assigns, shall retain his interest in the Property or until this Agreement is terminated by written authorization of the Beneficial Owner.

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. Brak

D. Brak

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

Tab B

TRUST AGREEMENT

BETWEEN:

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

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

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

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

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

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

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

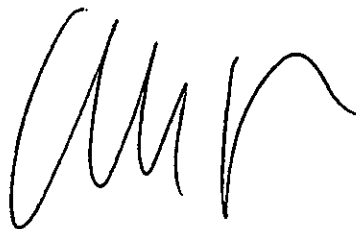
1. The Trustee acknowledges that the Mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.
2. The Beneficial Owner agrees:
 - (a) that the risk and profit of the Mortgage is his, hers or theirs;
 - (b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the Mortgage and/or protecting the interest thereby secured;


- (c) that the Mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;
- (d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower/mortgagor;
- (e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;
- (f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;
- (g) that the Trustee is authorized to take such steps as the Trustee in her sole discretion considers advisable to enforce the terms of the Mortgage and/or preserve or protect the security;
- (h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the Mortgage if all moneys due under the Mortgage are repaid in exchange therefor;
- (i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

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

DATED this 27th day of March, 2017

SIGNED, SEALED AND DELIVERED
in the presence of





 Tanya Hutchens

 Sandy Hutchens

Tab 9

625 Ash, Sudbury, Ontario: NOTE: no trust agreement

Tab 10

Tab A

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.

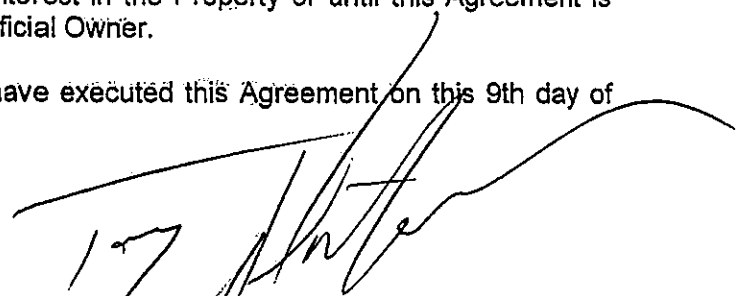
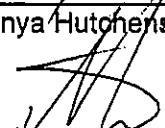
14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

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

D. Burk
D. Burk

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

Tab B

TRUST AGREEMENT

BETWEEN:

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

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

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

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

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

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

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

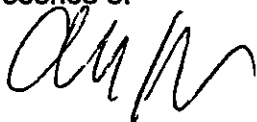

1. The Trustee acknowledges that the mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.
2. The Beneficial Owner agrees:
 - (a) that the risk and profit of the mortgage is his, hers or theirs;
 - (b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the mortgage and/or protecting the interest thereby secured;

- (c) that the mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;
- (d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower;
- (e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;
- (f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;
- (g) that the Trustee is authorized to take such steps as the Trustee in her sole discretion considers advisable to enforce the terms of the mortgage and/or preserve or protect the security;
- (h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the mortgage if all moneys due under the mortgage are repaid in exchange therefor;
- (i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

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

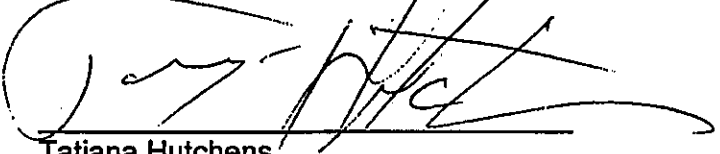
DATED this 30 day of April, 2015

SIGNED, SEALED AND DELIVERED
in the presence of



Dina Brik



Tatiana Hutchens

Tab 11

Tab A

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;

TRUST AGREEMENT

Shares in 3419 Errington Avenue Inc.

Page 2 of 3

- (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. Burk
D. Burk

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

Tab B

TRUST AGREEMENT

BETWEEN:

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

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

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

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

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

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

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

1. The Trustee acknowledges that the mortgage and all sums collected with respect thereto, are held upon trust to remit same to the Beneficial Owner.
2. The Beneficial Owner agrees:
 - (a) that the risk and profit of the mortgage is his, hers or theirs;
 - (b) to remit when called upon all payments, costs and expenses incurred by the Trustee in enforcing the terms of the mortgage and/or protecting the interest thereby secured;

- (c) that the mortgage shall be in the name of the Trustee and all relevant documents shall remain in the possession of the Trustee subject to the terms hereof;
- (d) the Beneficial Owner shall not demand any assignment of the security held by the Trustee even in the case of default by the borrower;
- (e) that all sums received by the Trustee shall be first applied to expenses incurred in the collection hereof, if any, and thereafter the balance shall be paid to the Beneficial Owner;
- (f) that the contribution of the Beneficial Owner is not, and shall not be deemed to be, a loan to the Trustee and the Beneficial Owner further acknowledges that the contribution is not directly or indirectly guaranteed by the Trustee;
- (g) that the Trustee is authorized to take such steps as the Trustee in her sole discretion considers advisable to enforce the terms of the mortgage and/or preserve or protect the security;
- (h) that the Trustee is authorized to give a good and valid discharge, assignment, or other release of the mortgage if all moneys due under the mortgage are repaid in exchange therefor;
- (i) that the Beneficial Owner shall not register this Agreement or any notice thereof on title.

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

DATED this 22 day of April, 2015

SIGNED, SEALED AND DELIVERED
in the presence of

D. Brik
Dina Brik

Tatiana Hutchens
Tatiana Hutchens

Tab 12

Tab A

TRUST AGREEMENT

BETWEEN:

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

(hereinafter called the "Trustee")

OF THE FIRST PART;

- and -

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

(hereinafter called the "Beneficial Owner")

OF THE SECOND PART.

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

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

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

1. The parties confirm the truth and accuracy of the recitals herein contained and agree to be bound by such recitals.
2. The Trustee acknowledges that he holds title to the Property solely as nominee title holder for the Beneficial Owner and not for herself, and disclaims any right, ownership or interest in and to the Property or in and to any rent, income, profit, issues, advantages or benefits therefrom.
3. The Trustee shall hold the Property and the documentation evidencing ownership thereof in trust for the Beneficial Owner until such time as the Beneficial Owner requires title to the Property. Upon the request of the Beneficial Owner, the Trustee will convey title of the Property to the Beneficial Owner, or the successors or assigns of the Beneficial Owner, by proper transfers or deeds of conveyance and will have all other formalities complied with in order to vest title to the Property in the Beneficial Owner, or the said successors and assigns, all without expense to the Trustee in connection with such transfer. Upon any such conveyance, this agreement shall terminate, except for obligations and liabilities of the Beneficial Owner to the Trustee which may have arisen on or prior to the date of such conveyance.
4. The Beneficial Owner agrees:
 - (a) that the risk and profit of the Property is that of the Beneficial Owner and not of the Trustee;
 - (b) to remit when called upon, all payments, costs and expenses incurred by the Trustee with respect to acquiring, administering or dealing with the Property;



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

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

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

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

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

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

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

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

(a) sufficient executed copies of any such action;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED
in the presence of

D. Baik
D. Baik

Tanya Hutchens

Tanya Hutchens
Sandy Hutchens

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

Tab 13

Tab A

DECLARATION OF TRUST

Re: Dina Brik 1st mortgage loan to Tatiana Hutchens, 1479 Maple St., Innisfil-\$200,000

I hereby acknowledge and declare that I hold the mortgage above referred to in trust for Daniel Hutchens, Joshua Hutchens and Breanna Hutchens ("Hutchens children")

I hold the said mortgage for the sole benefit, use and enjoyment of the said Hutchens children and shall deal with the mortgage only upon and subject to their instructions or to the instructions of their legal guardian.

All future obligations for the maintenance and all costs incidental to the said mortgage are to be borne by the said Hutchens children.

Dated this 10th day of February , 2012

SIGNED, SEALED AND DELIVERED)
in the presence of)



M SPIRO



Dina Brik

Tab 14

Tab A

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.

TRUST AGREEMENT
(33 Theodore Place, Thornhill)

Page 4

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.


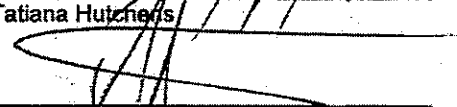
14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.

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

Mentem Lopez

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

Tab 15

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.

TRUST AGREEMENT
(1779 Cross Street, Innisfil)

Page 2

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

TRUST AGREEMENT
(1779 Cross Street, Innisfil)

Page 3

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.

TRUST AGREEMENT
(1779 Cross Street, Innisfil)

Page 4

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.

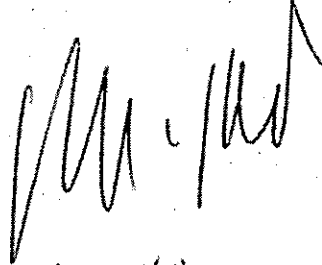
13. Unenforceability for any reason of any provision of this Agreement shall not impair the operation or validity of any other provision of this Agreement.

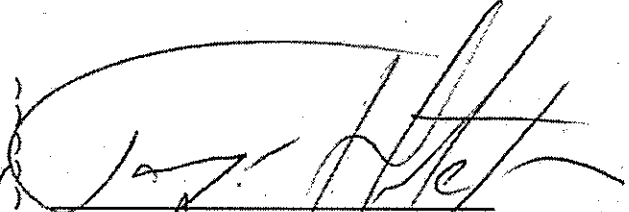
14. This Agreement is to be construed in accordance with the laws of the Province of Ontario.


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. Sp'1140



Tatiana Hutchens


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

Tab 16

15-16 Keziah Court: No Trust Agreement

Tab 17

146 Whittaker Street, Sudbury, Ontario: No Trust Agreement

GARY STEVENS, LINDA STEVENS and 1174365 ALBERT LTD.
Applicants

-and-

TANYA HUTCHENS et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

RESPONDING MOTION RECORD

MASON CAPLAN ROTI LLP
350 Bay St., Suite 600
Toronto ON M5H 2S6

Gary Michael Caplan (19805G)

Tel: 416-596-7796

Fax: 855-880-6271

Email: GCaplan@mcr.law

Lawyers for the Respondent

File Number: 18-0072