

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CONSTANTINE ENTERPRISES INC.

Applicant

- and -

**MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

APPLICATION RECORD OF CONSTANTINE ENTERPRISES INC.

February 23, 2024

Cassels Brock & Blackwell LLP

Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Jane Dietrich LSO #: 49302U

Tel: 416.860.5223
jdietrich@cassels.com

Jeremy Bornstein LSO #: 65425C

Tel: 416.640.6041
jbornstein@cassels.com

Stephanie Fernandes LSO# 85819M

Tel: 416.860.6481
sfernandes@cassels.com

Lawyers for the Applicant

TO: THE SERVICE LIST

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

B E T W E E N:

CONSTANTINE ENTERPRISES INC.

Applicant

- and -

**MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.**

Respondents

**SERVICE LIST
(As of February 23, 2024)**

TO:	<p>CASSELS BROCK & BLACKWELL LLP Suite 3200, Bay Adelaide Centre – North Tower 40 Temperance St. Toronto, ON M5H 0B4</p> <p>Jane Dietrich Tel: 416.860.5223 Email: jdietrich@cassels.com</p> <p>Jason Arbuck Tel: 416.860.6889 Email: jarbuck@cassels.com</p> <p>Jeremy Bornstein Tel: 416.869.5386 Email: jbornstein@cassels.com</p> <p>Stephanie Fernandes Tel: 416.860.6481 Email: sfernandes@cassels.com</p> <p><i>Counsel to Constantine Enterprises Inc.</i></p>
AND TO:	<p>KSV RESTRUCTURING INC. 220 Bay Street Toronto, ON M5H 1J9</p>

	<p>Bobby Kofman Tel: 416.932.6228 Email: bkofman@ksvadvisory.com</p> <p><i>Proposed Receiver</i></p>
AND TO:	<p>NORTON ROSE FULBRIGHT CANADA LLP 222 Bay Street Suite 3000 P.O. Box 53 Toronto ON M5K 1E7</p> <p>Jennifer Stam Tel: 416.202.6707 Email: jennifer.stam@nortonrosefulbright.com</p> <p>Katie Parent Tel: 416.216.4838 Email: katie.parent@nortonrosefulbright.com</p> <p><i>Counsel to Proposed Receiver</i></p>
AND TO:	<p>MIZRAHI (128 HAZELTON) INC. 189 Forest Hill Road, Toronto, ON M5P 2N3</p> <p>Email: sam@mizrahicorp.com</p> <p>125, 126-128 Hazelton Avenue Toronto, Ontario, M5R 2E4</p> <p>126 Hazelton Avenue Toronto, Ontario, M5R 2E5</p> <p>With copy to:</p> <p>Murray & Company Limited 40 University Avenue – Suite 502 Toronto, ON MSJ 1S3 Attention: Jeff Cox and Sam Mizrahi</p> <p>BALDWIN SENNECKE HALMAN, LLP 25 Adelaide Street West East, Suite 900 Toronto, ON M5C 3A1</p> <p>Attention: Jeffrey A. Halman Email: jhalman@bashllp.com</p>

AND TO:	<p>MIZRAHI 128 HAZELTON RETAIL INC. 189 Forest Hill Road, Toronto, ON M5P 2N3</p> <p>Email: sam@mizrahidevelopments.ca</p> <p>With a copy to:</p> <p>McCarter Grespan Beynon Weir PC 675 Riverbend Drive Kitchener, ON N2K 3S3</p> <p>Email: alavallee@mgbwlaw.com Email: cbryant@mgbwlaw.com</p>
AND TO:	<p>COZEN O'CONNOR LLP Bay Adelaide Centre – West Tower 333 Bay Street, Suite 1100 Toronto, Ontario M5H 2R2</p> <p>Steve Weisz Tel: 647.417.5334 Email: sweisz@cozen.com</p> <p><i>Counsel to Sam Mizrahi</i></p>
AND TO:	<p>MIZRAHI DEVELOPMENTS INC. 189 Forest Hill Road, Toronto, ON M5P 2N3</p> <p>Email: sam@mizrahidevelopments.ca</p> <p>With a copy to:</p> <p>McCarter Grespan Beynon Weir PC 675 Riverbend Drive Kitchener, ON N2K 3S3</p> <p>Email: alavallee@mgbwlaw.com Email: cbryant@mgbwlaw.com</p>
AND TO:	<p>SAM MIZRAHI 189 Forest Hill Road, Toronto, ON M5P 2N3</p> <p>Email: sam@mizrahidevelopments.ca</p>

AND TO:	MINISTRY OF FINANCE (ONTARIO) Legal Services Branch 33 King Street West, 6th Floor Oshawa ON L1H 8H5 Email: insolvency.unit@ontario.ca
AND TO:	CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office 120 Adelaide St. W., Suite 400 Toronto, ON M5H 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	AVIVA INSURANCE COMPANY OF CANADA c/o Suite 205, 600 Cochrane Drive Markham ON L3R 5K3 Email: kelly.dunn@aviva.com
AND TO:	CEC MECHANICAL LTD. c/o Dan Leduc Soloway Wright LLP 427 Laurier Avenue West, Suite 700 Ottawa ON K1R 7Y2 Email: dleduc@solowaywright.com
AND TO:	CITY OF TORONTO Stn 1260, Metro Hall, 26 th Floor, 55 John Street Toronto ON M5V 3C6 Attention: Wendy Walberg, City Solicitor, City of Toronto Legal Services
AND TO:	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967 2875 14 th Avenue, Suite 300 Markham ON L3R 5H8 Attention: ICC Property Management Ltd.

EMAIL SERVICE LIST

(as of February 23, 2024)

jdietrich@cassels.com; jarbuck@cassels.com; jbornstein@cassels.com;
sfernandes@cassels.com; bkofman@ksvadvisory.com; jennifer.stam@nortonrosefulbright.com;
katie.parent@nortonrosefulbright.com; sweisz@cozen.com; sam@mizrahidevelopments.ca;
jhalman@bashllp.com; alavallee@mgbwlaw.com; cbryant@mgbwlaw.com;
insolvency.unit@ontario.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca;
kelly.dunn@aviva.com; dleduc@solowaywright.com;

INDEX

Tab	Description
1.	Notice of Application issued February 22, 2024
A.	Schedule "A" – Form of Receivership Order
2.	Affidavit of Robert Hiscox sworn February 23, 2024
A.	Exhibit "A" – Shareholders Agreement dated June 19, 2015
B.	Exhibit "B" – Agreement to be Bound by Unanimous Shareholders Agreement dated August 13, 2015
C.	Exhibit "C" – Contribution Agreement dated December 3, 2021
D.	Exhibit "D" – Corporate Profile Reports of Hazelton and Retail dated February 8, 2024
E.	Exhibit "E" – DUCA Commitment dated January 27, 2017
F.	Exhibit "F" – DUCA Mortgage dated June 27, 2017
G.	Exhibit "G" – DUCA GAR dated June 27, 2017
H.	Exhibit "H" – DUCA GSA dated June 22, 2017
I.	Exhibit "I" – Letter from CEC dated November 21, 2023
J.	Exhibit "J" – Letter from DUCA dated November 15, 2023
K.	Exhibit "K" – Hazelton from DUCA Demand dated December 6, 2023
L.	Exhibit "L" – Debt Purchase Agreement dated February 2, 2024
M.	Exhibit "M" – Order Dismissing Receivership Application dated February 9, 2024
N.	Exhibit "N" – Retail Note dated November 10, 2020
O.	Exhibit "O" – Retail Flow-Through Note dated November 10, 2020
P.	Exhibit "P" – Retail GSA dated November 10, 2020
Q.	Exhibit "Q" – Option Agreement dated November 10, 2020
R.	Exhibit "R" – Retail Guarantee dated November 10, 2020
S.	Exhibit "S" – Retail Demand dated September 22, 2022
T.	Exhibit "T" – Summary of Financial Encumbrances
U.	Exhibit "U" – Title Searches against the Real Property current to February 9, 2024
V.	Exhibit "V" – Priority Agreement dated June 27, 2017
W.	Exhibit "W" – Subordination Agreement dated June 22, 2017 and Postponements Registered on Title
X.	Exhibit "X" – Summary of Ontario PPSA Search Results
Y.	Exhibit "Y" – 2020 Grid Note dated November 10, 2020

Z.	Exhibit "Z" – 2021 Grid Note dated December 3, 2021
AA.	Exhibit "AA" – Capital Call Notice dated February 12, 2024
BB.	Exhibit "BB" – Consent of KSV to act as Receiver dated February 17, 2024
3.	Blackline against Model Order

TAB 1



Court File No.

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

B E T W E E N:

CONSTANTINE ENTERPRISES INC.

Applicant

- and -

**MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**NOTICE OF APPLICATION
(APPOINTING RECEIVER)**

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing

- In person
- By telephone conference
- By video conference

at the following location

at *the Court* at 330 University Avenue, Toronto, Ontario via Zoom video conference, on a date to be scheduled as soon as the motion can be heard, before a judge presiding over the Commercial List.

For the video conference details to attend the application, please refer to the service email circulating the application record and advise if you intend to join the application by emailing sfernandes@cassels.com.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: _____ Issued by: _____
Local Registrar

Address of court office: 330 University Avenue, 7th Floor
Toronto, ON M5G 1R7

TO: THE SERVICE LIST

APPLICATION

1. The applicant, Constantine Enterprises Inc. (“**CEI**”), makes an application for:
 - (a) if necessary, abridging the time for service and filing of this notice of application and application record or, in the alternative, dispensing with the same;
 - (b) an order (“**Order**”) substantially in the form attached hereto as **Schedule “A”**, appointing KSV Restructuring Inc. (“**KSV**”) as receiver and manager without security, over (a) the real property comprised of certain condominium units located at the address municipally known as 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario and as legally described by PIN numbers 21196-0353 (LT), 76967-0001 (LT), 76967-0004 (LT), 76967-0008 (LT), 76967-0010 (LT) to 76967-0012 (LT) inclusive, 76967-0017 (LT) to 76967-0021 (LT) inclusive, 76967-0023 (LT) to 76967-0028 (LT) inclusive, 76967-0030 (LT) to 76967-0032 (LT) inclusive, 76967-0034 (LT) to 76967-0038 (LT) inclusive, 76967-0041 (LT) to 76967-0043 (LT) inclusive, 76967-0045 (LT) to 76967-0048 (LT) inclusive, 76967-0053 (LT), 76967-0054 (LT), 76967-0057 (LT) to 76967-0060 (LT) inclusive, 76967-0062 (LT), 76967-0065 (LT) to 76967-0067 (LT) inclusive, 76967-0073 (LT), 76967-0074 (LT), and 76967-0076 (LT), as more specifically described in Schedule “A” of the proposed Order attached hereto (the “**Real Property**”); and (b) all of the assets, undertakings and properties of Mizrahi (128 Hazelton) Inc. (“**Hazelton**”) and Mizrahi 128 Hazelton Retail Inc. (“**Retail**”, together with Hazelton, the “**Debtors**”), or either of them, acquired for, or used in relation to a business carried on by the Debtors, or either of them, including all proceeds thereof (the “**Personal Property**”, and together with the Real Property, the “**Property**”); and

- (c) such further and other relief as counsel may advise and this Honourable Court may permit.

2. The grounds for the application are:

Background

Parties

- (a) The applicant, CEI, is a Toronto-based private real estate fund dedicated to acquiring, developing and managing properties in Canada and abroad. Since 2015, CEI has assisted in the financing of the Hazelton Project. CEI purchased and took an assignment of the Hazelton Priority Indebtedness (as defined below) from DUCA Financial Services Credit Union Ltd. ("**DUCA**") on February 1, 2024. On January 19, 2024, DUCA had commenced a receivership application against Hazelton.
- (b) The respondent, Hazelton is the registered owner of the Real Property and is responsible for the development and construction of the Hazelton Project (as defined below) (which it outsourced to an entity within the Mizrahi Group (as defined below)). Hazelton is also the borrower under the DUCA Commitment, the 2015 Credit Agreement, the 2020 Grid Note and the 2021 Grid Note (each as defined below). The shares in the capital of Hazelton are owned 50% by Mizrahi Developments Inc. ("**MDI**") and 50% by CEI.
- (c) The Real Property is Hazelton's primary asset and is made up of certain premises in relation to a nearly complete nine-storey, 20-unit luxury condominium development project located in the heart of Toronto's Yorkville neighbourhood with

approximately 1,993 square feet of ground floor commercial retail space and three levels of underground parking (the “**Hazelton Project**”).

- (d) The respondent, Retail is the purchaser under the Retail APS and is the borrower under the Retail Note (such capitalized terms defined below). Retail’s primary Property is an agreement of purchase and sale between Retail (as assigned by Mizrahi Inc. to Retail), as purchaser, and Hazelton, as vendor, pursuant to which Retail has a right to purchase a unit on level 1 of the Hazelton Project, on the terms and conditions set out therein (the “**Retail APS**”).
- (e) Mizrahi is the President of Hazelton and Retail and is one of two directors of Hazelton (the other director being a nominee of CEI) and the sole director and officer of Retail. Mizrahi is also the principal of the Mizrahi Development group of companies, a condominium development group (the “**Mizrahi Group**”). Mizrahi is CEI’s operating and development counterpart in connection with the development of the Hazelton Project.

Hazelton Priority Indebtedness

- (f) Pursuant to the terms of a commitment letter dated June 27, 2017, as amended (the “**DUCA Commitment**”), DUCA made available certain demand credit facilities to Hazelton to finance construction of the Hazelton Project in the aggregate amount of \$33,560,000 (the “**DUCA Loan**”).
- (g) As security for the DUCA Loan, which security was subsequently assigned to CEI, DUCA obtained, among other things, (i) a first-ranking mortgage by Hazelton against the Real Property (the “**DUCA Mortgage**”) and (ii) a general security

agreement by Hazelton (the “**DUCA GSA**”, together with the DUCA Mortgage, the “**DUCA Security**”).

- (h) The DUCA Loan matured on September 30, 2023, at which time the DUCA Loan and other amounts properly due and owing under the DUCA Mortgage (collectively, the “**Hazelton Priority Indebtedness**”) in the approximate amount of \$15,930,864.63 became immediately payable. In addition, other breaches have occurred under the DUCA Commitment including upon Hazelton failing to vacate or discharge a construction lien registered on title to the Real Property within ten days of registration on September 28, 2023.
- (i) On December 6, 2023, DUCA delivered a demand letter and notice of intention to enforce security pursuant to the *Bankruptcy and Insolvency Act* to Hazelton, and on January 19, 2024 DUCA, commenced an application in the Ontario Superior Court of Justice (Commercial List) (Court File Number CV-24-00713019-00CL) to appoint a receiver and manager over all of the assets, undertakings and properties of Hazelton (the “**DUCA Receivership Application**”).
- (j) On February 1, 2024, DUCA assigned its rights, benefits and interest in and to the DUCA Commitment and the DUCA Security to CEI pursuant to a debt purchase agreement and, in accordance with the terms of such agreement, DUCA sought an order on consent of DUCA and Hazelton dismissing the DUCA Receivership Application, which was granted by the Court on February 9, 2024 (before the DUCA Receivership Application was heard).
- (k) The Hazelton Priority Indebtedness remains outstanding. CEI has the right to the appointment of a receiver over the Real Property and the Property of Hazelton pursuant to the terms of the DUCA Security.

Retail Indebtedness

- (l) On November 10, 2020, Retail issued a promissory note in favour of CEI pursuant to which CEI advanced a loan to Retail in the aggregate principal amount of \$2,142,000 (the “**Retail Indebtedness**”, together with the Hazelton Priority Indebtedness, the “**Indebtedness**”).
- (m) As security for the Retail Note, CEI obtained, among other things, a general security agreement by Retail (the “**Retail Security**”).
- (n) A breach occurred and has continued under the Retail Note since February 28, 2022, upon Retail failing to make required monthly interest payments to CEI after \$250,000 of monthly interest under the Retail Note had been capitalized.
- (o) On September 22, 2022, CEI delivered a demand letter and notice of intention to enforce security pursuant to the *Bankruptcy and Insolvency Act* to Retail.
- (p) The Retail Indebtedness remains outstanding. CEI has the right to the appointment of a receiver over the Property of Retail pursuant to the terms of the Retail Security.

Registrations on Title to the Real Property and Against the Respondents

- (q) A search of title against the Real Property (the “**Title Searches**”) discloses the following financial encumbrances: (i) the DUCA Mortgage in favour of CEI; (ii) a notice of general assignment of rents securing the DUCA Loan in favour of CEI; (iii) a charge in favour of Aviva Insurance Company of Canada (“**Aviva**”) registered on September 22, 2016, securing the maximum principal amount of \$18,500,000; (iv) a charge in favour of CEI registered on June 19, 2015 in respect of the Hazelton Subordinate Indebtedness (as defined below), and securing the maximum

principal amount of \$21,000,000; (v) a notice of general assignment of rents in favour of CEI in respect of the 2015 Loan (as defined below); and (vi) a construction lien registered by CEC on September 29, 2023 and a related certificate of action; and (vii) a construction lien registered by Ozz Electric Inc. on January 31, 2024 (the “**Construction Lien Indebtedness**”) (the indebtedness in respect of which has been purchased by CEI and the related registration on title has been removed).

- (r) There are no other mortgages or liens registered on title.
- (s) Searches conducted pursuant to the *Personal Property Security Act* (“**PPSA**”) in Ontario discloses the following registrations made against
 - (i) Hazelton: (1) two registrations in favour of CEI in connection with the Hazelton Priority Indebtedness; (2) a registration in favour of Aviva; and (3) a registration in favour of CEI in connection with CEI’s security for the Hazelton Subordinate Indebtedness; and
 - (ii) Retail: (1) a registration in favour of Mizrahi Constantine (180 SAW) LP (in respect of which no obligations are outstanding); and (2) two registrations in favour of CEI in connection with the Retail Indebtedness.
- (t) The Ontario PPSA searches did not disclose registrations in favour of any other secured party.

Other Indebtedness to CEI

- (u) In addition to the Hazelton Priority Indebtedness and the Retail Indebtedness which is the subject of this receivership application, and the Construction Lien Indebtedness, Hazelton is also indebted to CEI pursuant to the following:
- (i) CEI made available to Hazelton a non-revolving loan facility in the principal amount of \$21,000,000 in respect of which \$31,041,763 is due and owing as of February 29, 2024 (the “**Hazelton Subordinate Indebtedness**”) pursuant to the terms of a credit agreement entered into in June 2015, secured by among other things a third mortgage over the Real Property (which mortgage and indebtedness CEI agreed to postpone and subordinate in favour of the Hazelton Priority Indebtedness and the DUCA Security and the mortgage and indebtedness by Hazelton in favour of Aviva);
 - (ii) Hazelton issued an unsecured promissory note to CEI on November 10, 2020 pursuant to which CEI advanced loans to Hazelton in the aggregate principal amount of \$3,200,000; and
 - (iii) Hazelton issued an unsecured promissory note to CEI on December 3, 2021 pursuant to which CEI advanced loans to Hazelton in the aggregate principal amount of \$1,500,000.

Receivership

- (v) As of February 29, 2024, the total Indebtedness (not including the Hazelton Subordinate Indebtedness of over \$30 million or the unsecured amounts of approximately \$3 million owing to CEI as noted above) is expected to be \$15,869,394.36, being (i) \$13,015,116.36 in respect of the Hazelton Priority

Indebtedness, pursuant to the DUCA Commitment with Hazelton as borrower and DUCA as lender (and assigned to CEI as lender), and (ii) \$2,854,278 in respect of the Retail Indebtedness, pursuant to the Retail Note issued by Retail in favour of CEI, in each case plus interest accruing after from and after February 29, 2024 and fees, legal expenses and disbursements incurred and accruing before and after such date.

- (w) CEI has lost confidence in the Mizrahi Group's ability to perform its obligations under its various agreements with CEI. CEI is also concerned that the Mizrahi Group (i) will intentionally delay or interfere with the completion and monetization of the Hazelton Project at the expense of CEI, and (ii) has failed or neglected to provide its share of the required additional funds necessary to complete and sell the remaining Hazelton Project units. As a result, CEI is now seeking to appoint KSV as receiver.
- (x) Appointing a receiver is within CEI's rights under the Security.
- (y) It is in the best interest of all parties that a receiver be appointed to realize on Property in an efficient, transparent, and orderly manner. The proposed receiver, KSV, would be required to seek court approval for the sale of all or any of the Property on notice to all interested parties.
- (z) It is just and convenient in the circumstances to appoint a receiver over the Property with the power to market and sell the Property for the benefit of CEI and the other creditors.
- (aa) KSV is qualified and prepared to act as receiver if so appointed.
- (bb) Section 101 of the *Courts of Justice Act*, R.S.O., c. C.43, as amended.

- (cc) Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.
- (dd) Rules 1.04, 1.05, 3.02, 16.08 and 38 of the *Rules of Civil Procedure*, RRO 1990, c. C.43.
- (ee) Such further and other grounds as counsel may advise and this Honourable Court may permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Application:

- (a) The affidavit of Robert Hiscox to be sworn;
- (b) The consent of KSV to act as receiver; and
- (c) Such other materials as counsel may advise and this Honourable Court may permit.

February 22, 2024

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Jane Dietrich LSO #: 49302U

Tel: 416.860.5223

jdietrich@cassels.com

Jeremy Bornstein LSO #: 65425C

Tel: 416.640.6041

jbornstein@cassels.com

Stephanie Fernandes LSO #: 85819M

Tel: 416.860.6481

sfernandes@cassels.com

Lawyers for the Applicant

Schedule "A"

Form of Receivership Order

Attached.

Court File No. CV-24-●-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
)
JUSTICE ●) DAY OF, 2024

CONSTANTINE ENTERPRISES INC.

Applicant

- and -

**MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.**

Respondents

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C.43, AS AMENDED

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing KSV Restructuring Inc. (“**KSV**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, over (a) the real property comprised of certain condominium units located at the address municipally known as 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario, and as legally described by PIN numbers 21196-0353 (LT), 76967-0001 (LT), 76967-0004 (LT), 76967-0008 (LT), 76967-0010 (LT) to 76967-0012 (LT) inclusive, 76967-0017 (LT) to 76967-0021 (LT) inclusive, 76967-0023 (LT) to 76967-0028 (LT) inclusive, 76967-0030 (LT) to

-2-

76967-0032 (LT) inclusive, 76967-0034 (LT) to 76967-0038 (LT) inclusive, 76967-0041 (LT) to 76967-0043 (LT) inclusive, 76967-0045 (LT) to 76967-0048 (LT) inclusive, 76967-0053 (LT), 76967-0054 (LT), 76967-0057 (LT) to 76967-0060 (LT) inclusive, 76967-0062 (LT), 76967-0065 (LT) to 76967-0067 (LT) inclusive, 76967-0073 (LT), 76967-0074 (LT), and 76967-0076 (LT), as more specifically described in Schedule “A” hereto (the “**Real Property**”); and (b) all of the assets, undertakings and properties of Mizrahi (128 Hazelton) Inc. and Mizrahi 128 Hazelton Retail Inc. (collectively, the “**Debtors**”), or either of them, acquired for, or used in relation to a business carried on by the Debtors, or either of them, including all proceeds thereof (the “**Personal Property**”, and together with the Real Property, the “**Property**”), was heard this day by judicial videoconference at Toronto, Ontario.

ON READING the Affidavit of Robert Hiscox sworn February ●, 2024 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and such other parties listed on the Counsel Slip, no one appearing although duly served as appears from the Affidavit of Service of Stephanie Fernandes sworn February ●, 2024 and on reading the consent of KSV to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of the Property.

RECEIVER’S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including without limitation the Debtors' bank accounts related to the Property wherever located;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, or either of them, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform or disclaim any contracts of the Debtors, or either of them, in respect of the Property;
- (d) to engage consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

-4-

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or either of them with respect to the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors, or either of them with respect to the Property and to exercise all remedies of the Debtors, or either of them, in collecting such monies, including, without limitation, to enforce any security held by the Debtors, or either of them;
- (g) to take steps to commence a process to confirm the deposit amounts, if any, being held by the Debtors, or either of them, pursuant to agreements of purchase and sale between the Debtors, or either of them, and a purchaser for the sale and purchase of a residential condominium unit planned to be situated at the development located on the Real Property;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors, or either of them, with respect to the Property;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, or either of them, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, or either of them, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

-5-

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$[100,000], provided that the aggregate consideration for all such transactions does not exceed \$[500,000]; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

-6-

- (o) to consult with the Applicant on all matters relating to the Property and the receivership, subject to such terms as to confidentiality as the Receiver deems advisable;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, approvals or permissions with respect to the Property as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors, or either of them;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, or either of them, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors, or either of them;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors, or either of them may have; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, or either of them, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and equity investors including without limitation investors and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, or either of them, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully

-8-

copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that all Persons, including without limitation, Sam Mizrahi, 1000041090 Ontario Inc., Mizrahi Developments Inc. and Mizrahi Inc. (collectively, the “**Mizrahi Group**”), and each of them, shall be required to cooperate, and share information, with the Receiver, in connection with all books and records, contracts, agreements, permits, licenses and insurance policies and other documents in respect of the Debtors, or either of them, and the Property. In addition to the foregoing, general cooperation and information sharing requirements, the Mizrahi Group, or any of them, shall be required to do the following: (a) in respect of any and all such contracts, agreements, permits, licenses and insurance policies and other documents: (1) maintain them in good standing and provide immediate notice and copies to the Receiver of any communications received from regulators or providers in respect thereof; (2) provide immediate notice to the Receiver of any material change and/or pending material change to the status quo in respect thereof; and (3) provide thirty (30) days’ written notice to the Receiver of any renewal date, termination date, election date or similar date in respect thereof; and (b) assist, and cooperate with, the Receiver in obtaining any further permits and licenses that may be required in the Receiver’s discretion, acting reasonably, in consultation with the Applicant.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors, or either of them, or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors, or either of them, or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, or either of them, the Receiver, or affecting the Property, including without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors, or either of them, to carry on any business which the Debtors, or either of them, is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors, or either of them, from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement,

licence or permit in favour of or held by the Debtors, or either of them, in connection with or relating to the Property without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons, including, without limitation, the Mizrahi Group, having oral or written agreements with the Debtors, or either of them, in connection with or relating to the Property or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors, or either of them, in connection with or relating to the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors', or either of their current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors, or either of their, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part in connection with or relating to the Property, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership

Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtors, or either of them, shall remain the employees of such Debtor until such time as the Receiver, on behalf of the Debtors, or either of them, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, or either of them, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER’S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless

-13-

otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver's Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$[TBD] (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the

-14-

payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, fees, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that The Guide Concerning Commercial List E-Service (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/sci/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL [**<@>**].

-15-

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors', or either of their creditors or other interested parties at their respective addresses as last shown on the records of the Debtors, or either of them, and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a Trustee in bankruptcy of the Debtors, or either of them.

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

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that

-16-

the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors, or either of their estates with such priority and at such time as this Court may determine.

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. **THIS COURT ORDERS** that this Order is effective from today's date and it is not required to be entered.

Schedule "A"

DESCRIPTION OF REAL PROPERTY

PIN 21196-0353(LT)

PART LOT 1, PLAN 687E & PART BLOCK A, PLAN 411 PART 1, 66R32656; SUBJECT TO AN EASEMENT AS IN AT4864056; SUBJECT TO AN EASEMENT AS IN AT5237797; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 1 AND 2, PLAN 687-E DESIGNATED AS PART 1 ON PLAN 66R-31612 AS IN AT5927858; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER PART TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 BEING PART 3, 66R32656 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS ON LEVELS 1 & A AND UNITS 8, 9, 10, 12 & 13, LEVEL A TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; SUBJECT TO AN EASEMENT IN FAVOUR OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; CITY OF TORONTO

PIN 76967-0001(LT)

UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0004(LT)

UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0008(LT)

UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0010(LT)

UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0011(LT)

UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0012(LT)

UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0017(LT)

UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0018(LT)

UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0019(LT)

UNIT 2, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0020(LT)

UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0021(LT)

UNIT 1, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0023(LT)

UNIT 3, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0024(LT)

UNIT 4, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0025(LT)

UNIT 5, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0026(LT)

UNIT 6, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0027(LT)

UNIT 7, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0028(LT)

UNIT 8, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0030(LT)

UNIT 10, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0031(LT)

UNIT 11, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0032(LT)

UNIT 12, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0034(LT)

UNIT 2, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0035(LT)

UNIT 3, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0036(LT)

UNIT 4, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0037(LT)

UNIT 5, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0038(LT)

UNIT 6, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0041(LT)

UNIT 9, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0042(LT)

UNIT 10, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0043(LT)

UNIT 11, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0045(LT)

UNIT 13, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0046(LT)

UNIT 14, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0047(LT)

UNIT 15, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0048(LT)

UNIT 16, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0053(LT)

UNIT 5, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0054(LT)

UNIT 6, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0057(LT)

UNIT 9, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0058(LT)

UNIT 10, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0059(LT)

UNIT 11, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0060(LT)

UNIT 12, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0062(LT)

UNIT 14, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0065(LT)

UNIT 17, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0066 (LT)

UNIT 18, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0067(LT)

UNIT 19, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0073(LT)

UNIT 25, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0074(LT)

UNIT 26, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0076(LT)

UNIT 28, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. ●

AMOUNT \$ ●

1. **THIS IS TO CERTIFY** that KSV Restructuring Inc., the receiver and manager (the "**Receiver**") without security, of (a) the real property comprised of certain condominium units located at the address municipally known as 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario, and as legally described by PIN numbers 21196-0353 (LT), 76967-0001 (LT), 76967-0004 (LT), 76967-0008 (LT), 76967-0010 (LT) to 76967-0012 (LT) inclusive, 76967-0017 (LT) to 76967-0021 (LT) inclusive, 76967-0023 (LT) to 76967-0028 (LT) inclusive, 76967-0030 (LT) to 76967-0032 (LT) inclusive, 76967-0034 (LT) to 76967-0038 (LT) inclusive, 76967-0041 (LT) to 76967-0043 (LT) inclusive, 76967-0045 (LT) to 76967-0048 (LT) inclusive, 76967-0053 (LT), 76967-0054 (LT), 76967-0057 (LT) to 76967-0060 (LT) inclusive, 76967-0062 (LT), 76967-0065 (LT) to 76967-0067 (LT) inclusive, 76967-0073 (LT), 76967-0074 (LT), and 76967-0076 (LT) (the "**Real Property**"); and (b) all of the assets, undertakings and properties of Mizrahi (128 Hazelton) Inc. and Mizrahi 128 Hazelton Retail Inc. (collectively, the "**Debtors**"), or either of them, acquired for, or used in relation to a business carried on by the Debtors, or either of them, including all proceeds thereof (the "**Personal Property**", and together with the Real Property, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of _____, 2024 (the "**Order**") made in an application having Court file number CV-24-_____-00CL has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

-7-

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the ___ day of each month] after the date hereof at a notional rate per annum equal to the rate of ___ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____, day of _____, 2024.

-8-

KSV Restructuring Inc., solely in its capacity as
Receiver of the Property, and not in its personal
capacity

Per: _____

Name: Bobby Kofman

Title: Managing Director

CONSTANTINE ENTERPRISES INC.

MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.
Respondents

- and -

Applicant

Court File No. CV-24-●-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(APPOINTING RECEIVER)**

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Jane Dietrich LSO #: 49302U
Tel: 416.860.5223
jdietrich@cassels.com

Jeremy Bornstein LSO #: 65425C
Tel: 416.640.6041
jbornstein@cassels.com

Stephanie Fernandes LSO # 85819M
Tel: 416.860.6481
sfernandes@cassels.com

Lawyers for the Applicant

and

MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.
Respondents

CONSTANTINE ENTERPRISES INC.
Applicant

Court File No.

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

PROCEEDING COMMENCED AT
TORONTO

**NOTICE OF APPLICATION
(APPOINTING RECEIVER)**

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Jane Dietrich LSO #: 49302U

Tel: 416.860.5223

jdietrich@cassels.com

Jeremy Bornstein LSO #: 65425C

Tel: 416.640.6041

ibornstein@cassels.com

Stephanie Fernandes LSO #: 85819M

Tel: 416.860.6481

sfernandes@cassels.com

Counsel for the Applicant

TAB 2

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

B E T W E E N:

CONSTANTINE ENTERPRISES INC.

Applicant

- and -

**MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.**

Respondents

**AFFIDAVIT OF ROBERT HISCOX
(sworn February 23, 2024)**

I, Robert Hiscox, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am co-founder and chief executive officer of the Applicant, Constantine Enterprises Inc. (“**CEI**”) and I am also a director and officer of the Respondent, Mizrahi (128 Hazelton) Inc. (“**Hazelton**”). I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

I. OVERVIEW

2. I swear this affidavit in support of an application brought by CEI to appoint KSV Restructuring Inc. (“**KSV**”) as receiver and manager without security, over (a) the real property comprised of certain condominium units located at the address municipally known as 126

Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario and as legally described by PIN numbers 21196-0353 (LT), 76967-0001 (LT), 76967-0004 (LT), 76967-0008 (LT), 76967-0010 (LT) to 76967-0012 (LT) inclusive, 76967-0017 (LT) to 76967-0021 (LT) inclusive, 76967-0023 (LT) to 76967-0028 (LT) inclusive, 76967-0030 (LT) to 76967-0032 (LT) inclusive, 76967-0034 (LT) to 76967-0038 (LT) inclusive, 76967-0041 (LT) to 76967-0043 (LT) inclusive, 76967-0045 (LT) to 76967-0048 (LT) inclusive, 76967-0053 (LT), 76967-0054 (LT), 76967-0057 (LT) to 76967-0060 (LT) inclusive, 76967-0062 (LT), 76967-0065 (LT) to 76967-0067 (LT) inclusive, 76967-0073 (LT), 76967-0074 (LT), and 76967-0076 (LT), as more specifically described in **Schedule “A”** attached hereto (the “**Real Property**”); and (b) all of the assets, undertakings and properties of Hazelton and Mizrahi 128 Hazelton Retail Inc. (“**Retail**”, together with Hazelton, the “**Debtors**”), or either of them, acquired for, or used in relation to a business carried on by the Debtors, or either of them, including all proceeds thereof (the “**Personal Property**”, and together with the Real Property, the “**Property**”).

3. As of February 29, 2024, along with certain additional unsecured obligations, the Debtors are expected to owe the following secured amounts to CEI:

(a) Hazelton:

(A) \$13,015,116.36, plus interest continuing to accrue from and after February 29, 2024 and legal fees and expenses from before and after that date (the “**Hazelton Priority Indebtedness**”) pursuant to the DUCA Commitment (as defined below) with Hazelton as borrower and DUCA Financial Services Credit Union Ltd. (“**DUCA**”) as lender. To secure payment of the Hazelton Priority Indebtedness, Hazelton granted security over its Property to DUCA which subsequently assigned such security and the Hazelton

Priority Indebtedness to CEI on February 1, 2024 (as described in greater detail below);

(B) \$31,041,763,16, plus interest continuing to accrue from and after February 29, 2024 and legal fees and expenses from before and after that date pursuant to the 2015 Credit Agreement (as defined below), the indebtedness in respect of which is secured and subordinate to the Hazelton Priority Indebtedness, (the “**Hazelton Subordinate Indebtedness**”); and

(b) Retail: \$2,854,278, plus interest continuing to accrue from and after February 29, 2024 and legal fees and expenses from before and after that date (the “**Retail Indebtedness**”, together with the Hazelton Priority Indebtedness, the “**Indebtedness**”) pursuant to the Retail Note (as defined below) issued by Hazelton in favour of CEI. To secure payment of the Retail Indebtedness, Retail granted security over its Property to CEI.

4. The Real Property is Hazelton’s primary asset and is made up of certain premises in relation to a nearly complete nine-storey, 20-unit luxury condominium development project located in the heart of Toronto’s Yorkville neighbourhood with approximately 1,993 square feet of ground floor commercial retail space and three levels of underground parking (the “**Hazelton Project**”). Hazelton developed and constructed the Hazelton Project and as of the swearing of this affidavit remains the registered owner of 10 condominium units, and the one ground floor commercial retail space, and the parking spaces allocated to the units and the retail space (which collectively makes up the Real Property). Construction of the Hazelton Project is more than five years behind schedule.

5. Retail's primary Property is an agreement of purchase and sale between Retail (as assigned by Mizrahi Inc. to Retail), as purchaser, and Hazelton, as vendor, pursuant to which Retail has a right to purchase a unit intended for use as a professional office space located on level 1 of the Hazelton Project, together with four parking spaces and one locker for \$2,393,000, on the terms and conditions set out therein (as may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Retail APS**").

6. Breaches or defaults of the DUCA Commitment (with respect to the Hazelton Priority Indebtedness) and Retail Note (with respect to the Retail Indebtedness) and/or CEI's Security (as defined below) have occurred as follows:

(a) DUCA Commitment: a construction lien was registered on title to the Real Property which Hazelton failed to vacate or discharge within ten days after registration. This resulted in an acceleration and commencement of the receivership application by DUCA (as described below) of the Hazelton Priority Indebtedness, which remains outstanding and has not been repaid.

(b) Retail Note: Retail failed to make monthly interest payments to CEI, which became payable in 2022 after \$250,000 of monthly interest under the Retail Note had capitalized. This resulted in an acceleration of the Retail Indebtedness, which remains outstanding and has not been repaid.

7. On September 22, 2022, CEI delivered a demand letter and a notice of intention to enforce security pursuant to the *Bankruptcy and Insolvency Act (Canada)* (the "**BIA**") to Retail.

8. On December 6, 2023, DUCA delivered a demand letter and a notice of intention to enforce security pursuant to the BIA to Hazelton.

9. The Hazelton Subordinate Indebtedness is also in default having matured without being repaid.

10. As of the date of swearing this affidavit, CEI has not received payment of the Indebtedness and accordingly CEI is seeking a Court-order appointing KSV as receiver and manager of the Property. CEI has the right to the appointment of a receiver over the Property pursuant to the terms of CEI's Security (as defined below).

11. As further described below, I understand that Aviva Insurance Company of Canada ("**Aviva**") has a second priority registration against the Real Property for certain deposit insurance indemnification obligations (subordinate to CEI's security in respect of the DUCA Commitment), securing the maximum amount of \$18,500,000. I am also advised that two parties have registered construction liens against title to the Real Property. The indebtedness in respect of one of the construction liens has been purchased by CEI and the related registration is in process of being removed from title.

12. I understand from Stephanie Fernandes of Cassels Brock & Blackwell LLP ("**Cassels**"), counsel to CEI, that Aviva and the other parties who have a registered interest (including a construction lien) will be served with CEI's application to appoint KSV as receiver. I believe that it is in the best interests of CEI, the other secured creditors and the other stakeholders of the Debtors that a receiver be appointed to preserve the value of the Property and realize on the Property in a transparent manner with a view to maximizing recovery.

II. BACKGROUND

A. Parties

13. Founded in 2013, CEI is a Toronto-based private real estate fund dedicated to acquiring, developing and managing properties in Canada and abroad. Since 2015, CEI has assisted in the financing of the Hazelton Project.

14. Hazelton is the registered owner of the Real Property and is the borrower under the DUCA Commitment, the 2015 Credit Agreement, the 2020 Grid Note and the 2021 Grid Note (each as defined below). The shares in the capital of Hazelton are owned 50% by (i) Mizrahi Developments Inc. ("**MDI**"), an entity which Sam Mizrahi ("**Mizrahi**") has represented to me as being controlled by Mizrahi, and (ii) 50% by CEI. The development and construction of the Hazelton Project was outsourced by Hazelton to Mizrahi Inc. In addition to myself, Mizrahi is the only other director and officer of Hazelton. Decision making in respect of Hazelton is equal among the shareholders, and the shareholders' relationship is governed by a unanimous shareholders agreement between MDI and CEI, as shareholders, and Hazelton, as corporation, dated June 19, 2015 (as may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Shareholders Agreement**"). A copy of the Shareholders Agreement and the Agreement to be Bound by Unanimous Shareholders Agreement by MDI in favour of CEI and Hazelton (which was entered into in connection with the MDI's purchase of shares in the capital of Hazelton from Mizrahi Enterprises Inc.) are attached hereto as **Exhibits "A"** and **"B"**.

15. On December 3, 2021, MDI, Hazelton and CEI entered into a Contribution Agreement (the "**Contribution Agreement**") pursuant to which CEI is entitled to require that CEI and MDI equally contribute capital if CEI has reasonable grounds for believing that a budget deficit is likely to take place within the next 90-day period. A copy of the Contribution Agreement is attached hereto as **Exhibit "C"**.

16. Retail is the purchaser under the Retail APS and is the borrower under the Retail Note. I understand that the shares in the capital of Retail are wholly owned by Mizrahi or his designee.

Mizrahi is the sole director of Retail and its registered office is located at Mizrahi's personal residence.

17. Mizrahi is the President of Hazelton and Retail and is the principal of the Mizrahi Development group of companies, a condominium development and building group (the "**Mizrahi Group**") (based on recent corporate profile reports and the Mizrahi Group website). Mizrahi is CEI's operating and development counterpart in connection with the construction of the Hazelton Project.

18. The Ontario corporate profile reports of Hazelton and Retail are attached hereto as **Exhibits "D"**.

B. The Mizrahi Group's Other Development Project Financed by CEI

19. In addition to the Hazelton Project, CEI also financed another condominium development jointly operated and developed by CEI and the Mizrahi Group and located at 180 Steeles Avenue West, Vaughan, Ontario (the "**180 Steeles Project**"). The 180 Steeles Project is planned for a high-rise mixed-use development on the property consisting of up to 2,196 residential units with heights of up to 178.1M for the 2 towers fronting on Steeles Ave West and heights up to 113.7 M for the 2 towers without direct frontage on to Steeles Ave West. Phase 1 of the proposed development will include up to 1899 units.

20. The Mizrahi Group is in default of its obligations to CEI in connection with amounts advanced by CEI relating to the 180 Steeles Project.

21. CEI intends to commence a parallel receivership application in respect of the Mizrahi Group's equity interests in respect of the 180 Steeles Project in the Ontario Superior Court of Justice (Commercial List) (the "**Court**") contemporaneous with the receivership application in support of which this affidavit is being sworn.

C. Hazelton Indebtedness and Security

22. On June 30, 2017, DUCA made available certain demand credit facilities to Hazelton to finance construction of the Hazelton Project on the terms and conditions set out in a commitment letter issued by DUCA to Hazelton on June 27, 2017, as amended by letters dated May 4, 2017, June 19, 2017, December 4, 2018, June 30, 2020, January 20, 2021, June 30, 2021, February 28, 2022, June 30, 2022, October 31, 2022, January 31, 2021 and April 30, 2023 (collectively, the “**DUCA Commitment**”). A copy of the DUCA Commitment is attached hereto as **Exhibit “E”**.

23. The credit facilities established by DUCA in favour of Hazelton pursuant to the DUCA Commitment are as follows: (i) a non-revolving facility in the principal amount of \$33,460,000; (ii) a revolving swingline facility in the principal amount of \$500,000; and (iii) a non-revolving letter of credit facility in the principal amount of \$500,000 (collectively, the “**DUCA Loan**”).

24. The security granted to DUCA relating to the DUCA Loan and Hazelton Priority Indebtedness, which security was assigned to CEI on February 1, 2024, includes, among other things (collectively the “**DUCA Security**”):

- (a) a first-ranking mortgage by Hazelton against the Real Property (the “**DUCA Mortgage**”);
- (b) a general assignment of rents by Hazelton (the “**DUCA GAR**”); and
- (c) a general security agreement by Hazelton (the “**DUCA GSA**”).

25. Attached hereto as **Exhibits “F”-“H”** (inclusive) is a copy of the DUCA Mortgage, the DUCA GAR, and the DUCA GSA.

D. Hazelton Default, Demand and Enforcement

26. On October 8, 2023, a breach occurred under the DUCA Commitment upon Hazelton failing to vacate or discharge a construction lien registered on title to the Real Property within ten days of registration on September 28, 2023. The applicable construction lien was registered by CEC Mechanical Ltd. ("**CEC**") in the amount of \$863,657. In correspondence dated November 21, 2023 CEC asserted that \$507,657.76 remained outstanding in respect of their construction lien. A copy of the correspondence is attached hereto as **Exhibit "I"**.

27. On November 15, 2023, DUCA delivered a letter to Hazelton (the "**November Correspondence**") explaining that DUCA had transferred the Hazelton facility to its Special Assets group for, (i) concerns regarding publicly available information in respect of an appointment of Alvarez & Marsal Canada Inc. as receiver and manager of "The One" project, (ii) ongoing construction delays of the Hazelton Project, which resulted in the loan not being repaid by the maturity date of September 30, 2023, and (iii) the inability to control closing dates of remaining units. A copy of the November Correspondence is attached hereto as **Exhibit "J"**.

28. On December 6, 2023, DUCA delivered demand letters and notices of intention to enforce security under section 244 of the BIA to Hazelton (the "**Hazelton Demand**") in connection with the DUCA Loan. A copy of the Hazelton Demand is attached hereto as **Exhibit "K"**.

29. On January 19, 2024, DUCA commenced an application in the Court (Court File Number CV-24-00713019-00CL) to appoint a receiver and manager over all of the assets, undertakings and properties of Hazelton (the "**DUCA Receivership Application**").

30. On February 1, 2024, DUCA assigned its rights, benefits and interest in and to the DUCA Commitment and the DUCA Security to CEI pursuant to a debt purchase agreement between DUCA, as assignor and CEI, as assignee. In accordance with the terms of the debt purchase agreement, DUCA agreed to forthwith seek an order dismissing the DUCA Receivership Application. A copy of the debt purchase agreement is attached hereto as **Exhibit "L"**.

31. On February 9, 2024, before the DUCA Receivership Application was heard, the Court granted an order made on consent of DUCA and Hazelton dismissing the DUCA Receivership Application. A copy of the order is attached hereto as **Exhibit “M”**.

32. The amounts owing under the DUCA Commitment and secured by the DUCA Security, as assigned to CEI, remain outstanding.

E. Retail Indebtedness and Security

33. On November 10, 2020, Retail issued a promissory note in favour of CEI pursuant to which CEI advanced loans to Retail in the aggregate principal amount of \$2,174,130 (the **“Retail Note”**). The use of the funds advanced under the Retail Note were for Retail to make contemporaneous advances to Hazelton in the same amount (which amounts were advanced by Retail to Hazelton pursuant to the terms of a promissory note issued by Hazelton to Retail on November 10, 2020 (the **“Retail Flow-Through Note”**)). A copy of the Retail Note and Retail Flow-Through Note are attached hereto as **Exhibits “N”** and **“O”**.

34. The security granted to CEI in respect of the Retail Note includes the following (the **“Retail Security**, and together with the DUCA Security, the **“Security”**, and together with the DUCA Commitment and the Retail Note, the **“Loan and Security Documents”**):

- (a) a general security agreement by Retail (the **“Retail GSA”**);
- (b) an option agreement between Retail and CEI pursuant to which Retail granted CEI an option to purchase the Retail APS and the Retail Flow-Through Note for one dollar in certain circumstances (which have not yet occurred) in accordance with the terms thereof (the **“Option Agreement”**); and

- (c) an unlimited guarantee by Mizrahi in respect of all obligations owing by Retail to CEI (the “**Retail Guarantee**”).

A copy of the Retail GSA, Option Agreement and the Retail Guarantee is attached hereto as **Exhibits “P”-“R”** (inclusive).

F. Retail Default and Demand

35. In accordance with the terms of the Retail Note, after \$250,000 of monthly interest under the Retail Note had capitalized (which occurred in February 2022), Retail was required to make monthly interest payments to CEI on the last day of each calendar month thereafter and failed to do so. Accordingly, as of February 28, 2022, Retail was in default of that obligation as such interest had capitalized and thereafter Retail failed to make the required interest payments.

36. On September 22, 2022, CEI delivered a demand letter and notice of intention to enforce security under section 244 of the BIA to Retail (the “**Retail Demand**”). A copy of the Retail Demand is attached hereto as **Exhibit “S”**.

37. Notwithstanding the long existing default on the Retail Note, CEI refrained from taking enforcement steps in connection with the Retail Security until now because of the relatively small quantum of the Retail Indebtedness relative to the quantum of all of the indebtedness of the Mizrahi Group to CEI and the complex relationship of CEI and the Mizrahi Group as it relates to the Hazelton Project and 180 Steeles Project.

G. Other Creditors and Indebtedness

38. A search of title against the Real Property current to February 9, 2024 (the “**Title Searches**”) discloses financial encumbrances, as summarized below. A table summarizing the financial encumbrances in further detail is attached hereto as **Exhibit “T”**, and copies of the Title

Searches are attached hereto as **Exhibit “U”**. Unless otherwise indicated, the encumbrances are registered against all PIN numbers making up the Real Property.

- (a) the DUCA Mortgage in favour of CEI;
- (b) A notice of the DUCA GAR in favour of CEI;
- (c) A charge in favour of Aviva registered on September 22, 2016, and securing the maximum principal amount of \$18,500,000;
- (d) A charge in favour of CEI registered on June 19, 2015, and securing the maximum principal amount of \$21,000,000;
- (e) A notice of general assignment of rents in favour of CEI in respect of the 2015 Loan (as defined below); and
- (f) A construction lien registered by CEC on September 29, 2023 and a related certificate of action in respect of PIN numbers 21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT) to 76967-0012 (LT) (inclusive); 76967-0017 (LT) to 76967-0020 (LT) (inclusive); and 76967-0028 (LT).

39. The second mortgagee, Aviva, is the deposit insurer for the Hazelton Project. Aviva entered into a priority agreement with DUCA dated June 27, 2017, pursuant to which Aviva subordinated its mortgage to the DUCA Mortgage (the “**Priority Agreement**”). A copy of the Priority Agreement is attached hereto as **Exhibit “V”**.

40. As noted above, CEI is also the third mortgagee in respect of a non-revolving loan facility advanced by CEI to Hazelton in the principal amount of \$21,000,000 pursuant to the terms of a credit agreement between Hazelton, as borrower, Mizrahi Enterprises Inc., as pledgor and CEI, as lender (the “**2015 Credit Agreement**”) in respect of which \$31,041,763.16 is due and owing

as of February 29, 2024. CEI granted a subordination, assignment, postponement and standstill agreement in favour of DUCA on June 22, 2017, pursuant to which CEI subordinated its third in priority mortgage to the DUCA Mortgage (the "**Subordination Agreement**"). CEI also granted postponements registered on title to the Real Property in favour of Aviva and the City of Toronto. A copy of the Subordination Agreement and the postponements registered on title in favour of DUCA, Aviva and the City of Toronto is attached hereto as **Exhibit "W"**.

41. The loan advanced under the 2015 Credit Agreement (the "**2015 Loan**") matured on June 30, 2020 (subject to a 90-day extension in limited circumstances in accordance with the terms of the 2015 Credit Agreement).

42. In addition, there have been significant cost overruns and delays in respect of the Hazelton Project relative to the budget delivered by the Mizrahi Group and accepted by CEI in connection with the 2015 Credit Agreement such that as it is currently anticipated that the Hazelton Project will exceed the initial budget by over \$50 million and will be completed more than five years after the completion date initially estimated by the Mizrahi Group and represented to CEI.

43. Notwithstanding the maturity of the loan, budget overruns and construction delays, CEI has not taken steps to enforce upon its security in connection with the 2015 Credit Agreement or otherwise seek repayment of the 2015 Loan because the terms of the Subordination Agreement provide that any such action taken by CEI would trigger a default under the DUCA Commitment. CEI being able to take steps to enforce upon its security granted by Hazelton was a key reason why CEI purchased and took an assignment of the Hazelton Priority Indebtedness.

44. I am advised by Cassels that there are no other mortgages or liens registered against title to the Real Property shown in the Title Searches other than those listed above. A copy of the Title Searches is attached hereto as **Exhibit "U"**.

45. Searches conducted pursuant to the *Personal Property Security Act* (the “PPSA”) in Ontario with a currency date of February 6, 2024 against each of the Debtors, discloses the following registrations:

Hazelton

- (a) two registrations in favour of CEI in connection with the Hazelton Priority Indebtedness;
- (b) a registration in favour of Aviva; and
- (c) a registration in favour of CEI in connection with the 2015 Credit Agreement Security.

Retail

- (a) a registration in favour of Mizrahi Constantine (180 SAW) LP; and
- (b) two registrations in favour of CEI in connection with the Retail Indebtedness.

46. The registration in favour of Mizrahi Constantine (180 SAW) LP is in relation to security granted by Retail to secure a guarantee by Retail in favour of Mizrahi Constantine (180 SAW) LP guaranteeing certain obligations of Sam M (180 SAW) LP Inc. to Mizrahi Constantine (180 SAW) LP to make certain contributions which are no longer required such that no obligations are outstanding in respect of this registration.

47. The Ontario PPSA searches did not disclose registrations in favour of any other secured party. A summary of the Ontario PPSA search results against each of the Respondents is attached hereto as **Exhibit “X”**.

48. In addition to (i) the Loan and Security Documents and the Indebtedness which is the subject of the receivership application which this affidavit is being sworn in support of, (ii) the Hazelton Subordinate Indebtedness, and (iii) the indebtedness relating to a construction lien registered on title by Ozz Electric Inc. on January 31, 2024 (the “**Construction Lien Indebtedness**”) (the indebtedness in respect of which has been purchased by CEI and the related registration on title has been removed), Hazelton is also indebted to CEI pursuant to a 2020 Grid Note and a 2021 Grid Note. Specifically, (i) on November 10, 2020, Hazelton issued an unsecured promissory note to CEI pursuant to which CEI advanced loans to Hazelton in the aggregate principal amount of \$3,200,000 (the “**2020 Grid Note**”); and (ii) on December 3, 2021, Hazelton issued an unsecured promissory note to CEI pursuant to which CEI advanced loans to Hazelton in the aggregate principal amount of \$1,500,000 (the “**2021 Grid Note**”). A copy of the 2020 Grid Note and the 2021 Grid Note is attached hereto as **Exhibits “Y” and “Z”**.

III. RECEIVERSHIP

49. As of February 29, 2024, the total Indebtedness (not including the Hazelton Subordinate Indebtedness, the Construction Lien Indebtedness, the 2020 Grid Note or the 2021 Grid Note) is expected to be \$15,869,394.36, being (i) \$13,015,116.36 in respect of the Hazelton Priority Indebtedness, and (ii) \$2,854,278 in respect of the Retail Indebtedness, in each case plus interest accruing after from and after February 29, 2024 and fees, legal expenses and disbursements incurred and accruing before and after such date.

50. CEI has lost confidence in the Mizrahi Group's ability to perform its obligations under its various agreements with CEI (including without limitation the Loan and Security Documents) in light of, among other things, the cost overruns and construction delays in completion of the Hazelton Project and the status of the development of the 180 Steeles Project which has contributed to a breakdown in the relationship between CEI and the Mizrahi Group. CEI has also

lost confidence in the Mizrahi Group as a result of ongoing challenges on a myriad of other situations involving the Mizrahi Group and/or Sam Mizrahi, including a large development project located at Bloor Street and Yonge Street in Toronto known as the “One” and Bridging Finance, both of which are in Court-supervised receivership proceedings.

51. I am also concerned that the Mizrahi Group will intentionally delay or interfere with the completion and monetization of the Hazelton Project at the expense of CEI. In this regard Mizrahi has recently begun making baseless allegations that CEI is acting in bad faith and is breaching its fiduciary duty while expecting CEI to bear the entire financial burden of moving the Hazelton Project forward.

52. For example, CEI issued a capital call notice pursuant to the Contribution Agreement on February 12, 2024. A copy of the capital call notice is attached hereto as **Exhibit “AA”**. To date, no funds have been received by Hazelton from MDI in respect of this capital call. Without additional funds, the Hazelton Project units cannot be completed and sold. Mizrahi has taken the position that the capital call is not valid, and instead certain funds should be used from closing of sale proceeds (which are subject to the Security held by CEI) to complete the work. This is particularly concerning given that at the same time Mizrahi has (i) refused to contribute any funds so that Hazelton can satisfy amounts owing by it that are secured by construction liens; (ii) claimed that any contribution obligations MDI has should be set off against unsecured obligations owed to MDI or related entities; and (iii) taken the position that the Retail APS should be closed, by setting off unsecured obligations owing to Retail by Hazelton while it is clear that he does not expect all secured obligations owing by Hazelton to CEI will be satisfied.

53. Hazelton and Retail are insolvent. There do not appear to be sufficient assets available to satisfy their secured creditors, including CEI. Further, decisions in respect of Hazelton require agreement between Mizrahi and me. Given the breakdown in the relationship a new decision-

making structure needs to be put in place to ensure that the Property is realized upon, and proceeds of sale are distributed appropriately to creditors in accordance with their relative priority.

54. For these reasons I believe that the appointment of a receiver is necessary and appropriate in the circumstances. A receiver will also allow CEI to realize on its security in an efficient, transparent, and orderly manner for its benefit and for the benefit of any other creditors of Hazelton and Retail.

55. In accordance with the terms of the DUCA GSA and the Retail GSA, CEI is entitled to seek the appointment of a court appointed receiver in the event Hazelton or Retail, as applicable, default in their obligations under the Loan and Security Documents, as follow:

- (a) DUCA GSA: Section 13.1 of the DUCA GSA provides upon the occurrence of an event of default that is continuing, CEI may enforce its rights by, among other things, “appoint[ing] or reappoint[ing] by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Secured Party, or not, to be a receiver...”; and
- (b) Retail GSA: Section 12.03(j) of the Retail GSA provides upon the occurrence of an event of default that is continuing, CEI may enforce its rights by, among other things, applying “to a court of competent jurisdiction for the appointment of a Receiver of the Collateral or any part of the Collateral...”

56. It is just and convenient in the circumstances to appoint a receiver over the Property with the power to market and sell the Property for the benefit of CEI and the other creditors.

57. CEI’s intention is for the receiver to take steps to complete the sale of units already subject to agreements of purchase and sale, to facilitate the final phase of construction of the Hazelton Project required for completion of units where necessary, and to facilitate the marketing and sale

of the remaining condominium units in order to realize on the value of the Property and repay creditors. CEI anticipates that the receiver, if appointed, will bring a motion for approval by the court of a sales process in connection with such realization efforts.

58. With respect to Retail, CEI understands that if appointed, the receiver would also bring a motion for approval by the court of a sale process in connection with its assets. In that respect, CEI currently intends to submit a bid as a stalking horse purchaser in connection with such process.

59. I understand that KSV is qualified to act as receiver and is prepared to act as receiver if so appointed. KSV has significant experience acting as a court-officer in real estate restructurings, including as monitor in the Urbancorp Group proceedings under the CCAA. A copy of KSV's consent to act as receiver is attached hereto as **Exhibit "BB"**.

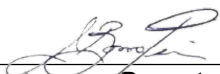
60. KSV was retained by CEI in February 2024 solely in the context of preparing for its potential role as Court-appointed receiver. In that capacity, KSV has had access to certain financial and other records. In that regard, KSV is well positioned to begin to efficiently monetize the assets of the Debtors for the benefit of their stakeholders.

IV. CONCLUSION

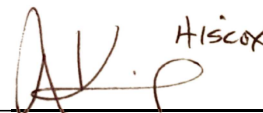
61. I swear this affidavit in support of the application brought by CEI to appoint KSV as receiver over the Property.

SWORN BEFORE ME

by videoconference on February 23, 2024
in accordance with O.Reg. 431/20:
Administering Oath or Declaration
Remotely. The deponent and I were located
in the City of Toronto in the Province of
Ontario.



Jeremy Bornstein
LSO#: 65425C



Robert Hiscox

*Commissioner for Taking Affidavits
(or as may be)*

Schedule "A"
DESCRIPTION OF REAL PROPERTY

PIN 21196-0353(LT)

PART LOT 1, PLAN 687E & PART BLOCK A, PLAN 411 PART 1, 66R32656; SUBJECT TO AN EASEMENT AS IN AT4864056; SUBJECT TO AN EASEMENT AS IN AT5237797; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 1 AND 2, PLAN 687-E DESIGNATED AS PART 1 ON PLAN 66R-31612 AS IN AT5927858; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER PART TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 BEING PART 3, 66R32656 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS ON LEVELS 1 & A AND UNITS 8, 9, 10, 12 & 13, LEVEL A TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; SUBJECT TO AN EASEMENT IN FAVOUR OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; CITY OF TORONTO

PIN 76967-0001(LT)

UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0004(LT)

UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0008(LT)

UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0010(LT)

UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0011(LT)

UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0012(LT)

UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0017(LT)

UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0018(LT)

UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0019(LT)

UNIT 2, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0020(LT)

UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0021(LT)

UNIT 1, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0023(LT)

UNIT 3, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0024(LT)

UNIT 4, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0025(LT)

UNIT 5, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0026(LT)

UNIT 6, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0027(LT)

UNIT 7, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0028(LT)

UNIT 8, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0030(LT)

UNIT 10, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0031(LT)

UNIT 11, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0032(LT)

UNIT 12, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0034(LT)

UNIT 2, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0035(LT)

UNIT 3, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0036(LT)

UNIT 4, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0037(LT)

UNIT 5, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0038(LT)

UNIT 6, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0041(LT)

UNIT 9, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0042(LT)

UNIT 10, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0043(LT)

UNIT 11, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0045(LT)

UNIT 13, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0046(LT)

UNIT 14, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0047(LT)

UNIT 15, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0048(LT)

UNIT 16, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0053(LT)

UNIT 5, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0054(LT)

UNIT 6, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0057(LT)

UNIT 9, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0058(LT)

UNIT 10, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0059(LT)

UNIT 11, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0060(LT)

UNIT 12, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0062(LT)

UNIT 14, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0065(LT)

UNIT 17, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0066 (LT)

UNIT 18, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0067(LT)

UNIT 19, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0073(LT)

UNIT 25, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0074(LT)

UNIT 26, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0076(LT)

UNIT 28, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

This is Exhibit "A" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

UNANIMOUS SHAREHOLDERS AGREEMENT

BETWEEN

**MIZRAHI ENTERPRISES INC.
CONSTANTINE ENTERPRISES INC.**
as Shareholders

- and -

MIZRAHI (128 HAZELTON) INC.
as Corporation

June 19, 2015



CASSELS BROCK
LAWYERS

2100 Scotia Plaza
40 King Street West, Toronto, Ontario M5H 3C2

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION

Section 1.1	Defined Terms.....	1
Section 1.2	Gender and Number.....	4
Section 1.3	Headings etc.....	4
Section 1.4	Currency.....	4
Section 1.5	Certain Phrases, etc.....	4
Section 1.6	Accounting Terms.....	5
Section 1.7	Statutory References.....	5
Section 1.8	Schedules.....	5

ARTICLE 2 ORGANIZATION OF THE CORPORATION AND IMPLEMENTATION OF AGREEMENT

Section 2.1	Articles and By-laws of the Corporation.....	5
Section 2.2	Business of the Corporation.....	5
Section 2.3	Share Ownership.....	5
Section 2.4	Share Certificates.....	5
Section 2.5	Unanimous Shareholders Agreement.....	6
Section 2.6	Actions in Accordance with Agreement.....	6

ARTICLE 3 MANAGEMENT OF THE CORPORATION

Section 3.1	Management and Corporate Action.....	6
Section 3.2	Directors of the Corporation.....	8
Section 3.3	Shareholders.....	9
Section 3.4	Officers.....	9
Section 3.5	Books and Records.....	9
Section 3.6	Records Confidential.....	9
Section 3.7	Bank Accounts.....	9
Section 3.8	Distributions.....	9

ARTICLE 4 FINANCING THE CORPORATION

Section 4.1	Funding of Costs.....	10
-------------	-----------------------	----

ARTICLE 5 SHARE OWNERSHIP AND RESTRICTIONS ON TRANSFER

Section 5.1	Restrictions on Transfer.....	11
-------------	-------------------------------	----

Section 5.2	Permitted Transferees.	11
Section 5.3	Deemed Consent under Articles.	11

**ARTICLE 6
CESSATION OF INVOLVEMENT IN THE CORPORATION**

Section 6.1	Inactive Shareholders.	11
Section 6.2	Irrevocable Option to Purchase Shares of Inactive Shareholder.	12
Section 6.3	Purchase Price for Shares.	13
Section 6.4	Closing.	13

**ARTICLE 7
PROCEDURE FOR SALE OF SHARES**

Section 7.1	Application of Sale Provisions.	13
Section 7.2	Obligations of Vendor.	13
Section 7.3	Release of Guarantees etc.	14
Section 7.4	Repayment of Debts.	14
Section 7.5	Payment of Purchase Price.	14
Section 7.6	Non-Completion by Vendor.	15

**ARTICLE 8
FAIR MARKET VALUE**

Section 8.1	Purchase Price for Shares.	15
Section 8.2	Meaning of Fair Market Value.	15
Section 8.3	Estimate of Fair Market Value.	16

**ARTICLE 9
REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 9.1	Representations and Warranties of Shareholders.	17
Section 9.2	Representations and Warranties of Corporation.	18
Section 9.3	Survival.	19

**ARTICLE 10
OPTION TO ACQUIRE SPACE**

Section 10.1	Mizrahi's Option to Acquire Retail Space.	20
Section 10.2	Constantine's Option to Acquire Unit.	20

**ARTICLE 11
MISCELLANEOUS**

Section 11.1	Term of Agreement.	20
Section 11.2	Notices.	21
Section 11.3	Time of the Essence.	22
Section 11.4	Publicity.	22

Section 11.5	Third Party Beneficiaries.	22
Section 11.6	No Agency or Partnership.	22
Section 11.7	Expenses.	22
Section 11.8	Amendments.....	22
Section 11.9	Waiver.	22
Section 11.10	Entire Agreement.....	23
Section 11.11	Successors and Assigns.	23
Section 11.12	Severability.	23
Section 11.13	Governing Law.	23
Section 11.14	Counterparts.	23

UNANIMOUS SHAREHOLDERS AGREEMENT

Unanimous Shareholders Agreement dated June 19, 2015 between Mizrahi Enterprises Inc. ("**Mizrahi**") and Constantine Enterprises Inc. ("**Constantine**") and Mizrahi (128 Hazelton) Inc. (the "**Corporation**").

RECITALS:

- (a) Mizrahi and Constantine are the registered and beneficial owners of all of the Shares of the Corporation; and
- (b) The Parties have entered into this Agreement for the purpose of setting forth, *inter alia*, the manner in which the business and affairs of the Corporation shall be conducted, the manner in which the operations of the Corporation shall be financed and the respective rights and obligations of the Parties arising out of or in connection with the ownership of Shares.

In consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Article 1 Interpretation

Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings. Other capitalized terms used herein and not defined, shall have the meanings given thereto in the Credit Agreement.

"**Act**" means the *Business Corporations Act* (Ontario).

"**Agreement**" means this unanimous shareholders' agreement and all schedules and instruments in amendment or confirmation of it and the expressions "**Article**" and "**Section**", followed by a number means and refers to the specified Article or Section of this Agreement.

"**Articles**" means the certificate and articles of incorporation of the Corporation dated September 30, 2014, as amended June 15, 2015 and as such Articles may from time to time be further amended, replaced or superseded in accordance with the provisions of this Agreement.

"**Auditor**" means MNP LLP, or such other firm of chartered accountants which may at any time be appointed as the auditors or the accountants of the Corporation in accordance with Section 3.1(2)(k).

"**Auditor's Report**" has the meaning specified in Section 8.3(1).

"**Board of Directors**" means, at any time, the board of directors of the Corporation constituted in accordance with the provisions of this Agreement and "**Director**" means

any member who has been elected or appointed to the Board of Directors in accordance with the provisions of this Agreement.

“Business Day” means any day of the year, other than a Saturday, a Sunday or any day on which banks are required or authorized to close in Toronto, Ontario.

“By-laws” means the by-laws of the Corporation, as such By-laws may from time to time be amended, replaced or superseded in accordance with the provisions of this Agreement.

“Control” means, in relation to any Person, the ownership, directly or indirectly, of voting securities or other interests in such Person entitling the holder to exercise control and direction in fact over the activities of such Person.

“Corporation” means Mizrahi (128 Hazelton) Inc. and includes any successor corporation resulting from any amalgamation, reorganization, arrangement or other combination of Mizrahi (128 Hazelton) Inc. and any other Person.

“Date of Closing” means the date upon which a Sale Transaction is scheduled to occur, determined in accordance with the provisions of Article 6 or Article 7 as the case may be, or such other date as the Vendor and Purchaser under the Sale Transaction mutually agree.

“Credit Agreement” means the credit agreement between the Corporation, as borrower, Constantine, as lender, and Mizrahi, as pledgor, dated the date hereof, as amended, restated or otherwise modified from time to time.

“Excess Profit” means the amount by which the Project Profit exceeds the Target Profit.

“Exercise Notice” has the meaning specified in Section 6.2(2).

“Exercise Period” has the meaning specified in Section 6.2(2).

“Fair Market Value” has the meaning specified in Section 8.2.

“Governmental Entity” means any (i) multinational, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“Inactive Shareholder” means a Shareholder who is deemed to be an Inactive Shareholder pursuant to Section 6.1(1).

“Income Tax Act” means the *Income Tax Act* (Canada).

“Law” means any and all applicable laws including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or

awards, and general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which the word is used.

"Parties" means, collectively, the Corporation and the Shareholders.

"Permitted Transferee" means

- (a) in relation to Mizrahi, any Person Controlled by Sam;
- (b) in relation to Constatine, any Person Controlled by any of Edward Rogers, Robert Hiscox, or Edward Rogers and Robert Hiscox jointly;

"Person" is to be broadly interpreted and includes an individual, a corporation, an incorporated association, an incorporated syndicate, any other incorporated organization; a partnership, a trust, an unincorporated association, an unincorporated syndicate, an unincorporated organization, a trustee, an executor, an administrator, any other legal representative, a joint venture, and any other Governmental Entity.

"Purchase Option" has the meaning specified in Section 6.2(1).

"Purchase Price" has the meaning specified Section 6.3.

"Purchased Shares" has the meaning specified in Section 6.2(1).

"Purchaser" means any Person or Persons who elect or are required to purchase Shares of a Party or Parties pursuant to a Sale Transaction.

"Project Completion Date" means date that is the later of (i) the first day following the closing of the last unsold Unit, and (ii) the day that all remaining Project Profit may be distributed to the Shareholders in accordance with applicable Law.

"Project Profit" means the aggregate amount of all Distributions made, and that may be made, pursuant to applicable Law.

"Representative" has the meaning specified in Section 6.1(2).

"Sales Office and Commissions Savings" means the amount by which the budgeted amount for line items 55 through 59 of the Budget exceeds the amount actually expended by the Borrower in respect of such items.

"Sam" means Sam Mizrahi.

"Shares" means all the shares in the capital of the Corporation, as described in the Articles, and shall, where the context permits, include (i) any securities into which such shares may be converted, reclassified, redesignated, subdivided, consolidated or otherwise changed, (ii) any securities of the Corporation or of any other Person received by the holders of such shares as a result of any merger, amalgamation, reorganization, arrangement or other similar transaction involving the Corporation, (iii) any securities of the Corporation which are received by any one or more Persons as a stock dividend of distribution on or in respect of such shares, and (iv) any security, other instrument or

right that is convertible into or evidences the right to acquire any of the foregoing securities.

“**Shareholders**” means, collectively, Mizrahi and Constantine and any Permitted Transferee or other Person who acquires Shares in accordance with the provisions of this Agreement.

“**Target Profit**” means an amount equal to \$2,895,577.59.

“**Time of Closing**” means 10:00 a.m. or such other time on the Date of Closing as the Vendor and the Purchaser under a Sale Transaction mutually agree.

“**Transfer**” includes, in reference to any securities, (i) any transfer of such securities, directly or indirectly, by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment, (ii) any sale, assignment, gift, donation, redemption, conversion or other disposition of such securities, directly or indirectly, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such securities passes from one Person to another Person or to the same Person in a different legal capacity, whether or not for value, but does not include (iii) the granting, directly or indirectly, of any Encumbrance in or extending or attaching to such securities.

“**Transferor**” has the meaning specified in Section 5.2.

“**Triggering Event**” has the meaning specified in Section 6.1(1).

“**Valuator**” has the meaning specified in Section 8.3(4).

“**Valuator's Report**” has the meaning specified in Section 8.3(5).

“**Vendor**” means any Person or Persons who elect or are required to purchase Shares of a Party pursuant to a Sale Transaction.

Section 1.2 Gender and Number.

Any reference in this Agreement to gender includes all genders and words importing the singular number only shall include the plural and *vice versa*.

Section 1.3 Headings etc.

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only are not to affect its interpretation.

Section 1.4 Currency.

All references in this Agreement to dollars, unless otherwise specifically indicated, are expressed to in Canadian currency.

Section 1.5 Certain Phrases, etc.

In this Agreement (i) (y) the words “**including**” and “**includes**” mean “**including (or includes) without limitation**”, and (z) the phrase “**the aggregate of**”, “**the total of**”, “**the**

sum of", or a phrase of similar meaning means **"the aggregate (or total or sum), without duplication, of"**, and (ii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word **"from"** means **"from and including"** and the words **"to"** and **"until"** each mean **"to but excluding"**.

Section 1.6 Accounting Terms.

All accounting terms not specifically defined in this Agreement shall be construed in accordance with those accounting standards that the Corporation is required to comply with pursuant to the CICA Handbook.

Section 1.7 Statutory References.

Except as otherwise expressly provided in this Agreement, any references to a statute or regulation shall be construed as a reference such statute or regulation as it may be amended, re-enacted or superseded from time to time.

Section 1.8 Schedules.

The schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it.

Article 2

Organization Of The Corporation And Implementation Of Agreement

Section 2.1 Articles and By-laws of the Corporation.

The Articles and By-laws of the Corporation in effect on this date are attached as Schedule 2.1.

Section 2.2 Business of the Corporation.

The Corporation has been formed and will function for the sole purpose of carrying on the business of acquiring the Lands (as defined in the Credit Agreement), constructing the Project (as defined in the Credit Agreement) and marketing and selling the Units (as defined in the Credit Agreement), and all business or activities directly related or ancillary thereto or necessary or desirable to permit the Corporation to engage in the above described activities.

Section 2.3 Share Ownership.

At this date, each Shareholder holds Shares as follows:

<u>Shareholder</u>	Class A Common <u>Shares</u>	Class B Common <u>Shares</u>	<u>Subscription Price</u>
Mizrahi	100		\$100
Constantine		100	\$100

Section 2.4 Share Certificates.

All share certificates representing Shares shall bear the following legend endorsed thereon in bold type:

“The shares represented by this certificate are subject to restrictions on transfer and all the other terms and conditions of a unanimous shareholders' agreement dated June 16, 2015 made between the Corporation and each and all of the holders of shares, as such agreement may from time to time be amended in accordance with its provisions. A copy of the agreement is on file at the registered office of the Corporation and available for inspection on request and without charge. Any transfer made in contravention of such restrictions shall be null and void.”

Section 2.5 Unanimous Shareholders Agreement.

This Agreement shall constitute a unanimous shareholders agreement within the meaning of the Act. Each Shareholder and each Person who becomes a Shareholder through a Transfer of Shares or issue of additional Shares in accordance with this Agreement shall execute and deliver to the Corporation before becoming a Shareholder, a counterpart copy of this Agreement or a written agreement in form and substance satisfactory to the Parties, pursuant to which it agrees to be bound by these terms and conditions.

Section 2.6 Actions in Accordance with Agreement.

- (1) Each Shareholder shall exercise the votes attaching to its Shares at all times and use its best efforts to cause its nominees to the Board of Directors to act at all times in order that the provisions of this Agreement shall govern the affairs of the Corporation to the maximum extent permitted by Law. In the event of any conflict between the provisions of this Agreement and the provisions of the Articles or By-Laws, each of the Shareholders shall take or cause to be taken such steps and proceedings as may be required under the Act or otherwise to amend the Articles and By-Laws to resolve such conflict so that the provisions of this Agreement shall at all times prevail to the maximum extent permitted by Law.
- (2) The Corporation consents to the provisions of this Agreement and covenants that it will, at all time during the term of this Agreement, be governed by its provisions in carrying on its business and affairs.

**Article 3
Management Of The Corporation**

Section 3.1 Management and Corporate Action.

- (1) The powers of the directors of the Corporation to manage or supervise the management of the business and affairs of the Corporation, whether such powers arise from the Act, the articles or by-laws of the Corporation, or otherwise, are hereby wholly restricted with the effect that, to the maximum extent permitted by law, the Shareholders shall have all the rights, powers, duties and liabilities of the directors of the Corporation to manage or supervise the management of the business and affairs of the Corporation whether arising under the Act or otherwise, and the directors of the Corporation are hereby relieved of their duties and liabilities to the same extent.

- (2) The taking of any of the following decisions or actions or the implementation of any of the following matters by the Corporation shall, in addition to any other approval required by Law, require the unanimous approval of the Shareholders:

Corporate Changes

- (a) The amending of the Articles;
- (b) The amending or revocation of the By-laws in whole or in part or the enactment of any additional By-law;

Share Capital

- (c) The allotment, reservation, setting aside or issue of any Shares or other securities of the Corporation or the granting of any rights, warrants or options to purchase, acquire or otherwise obtain any unissued Shares or other securities of the Corporation;
- (d) The declaration or payment of any dividend or other distribution on or in respect of any Shares or other securities of the Corporation;
- (e) The purchase, redemption or acquisition by the Corporation of any Shares or other securities of the Corporation other than the purchase for cancellation of Shares from a Shareholder in accordance with the provisions of this Agreement or the redemption of Shares in accordance with the Articles;
- (f) Any payment or distribution out of any stated capital account of the Corporation or any reduction of any stated capital account of the Corporation;

Debt Financing

- (g) The incurring of (i) any Debt by the Corporation, (ii) any obligation on behalf of any Person pursuant to any agreement, commitment or understanding, direct or indirect, contingent or otherwise, the practical effect of which is to assure in any way the payment or performance (or payment of damages in the event of non-performance) of any part or all of any indebtedness of such Person for borrowed money;
- (h) The granting of any Encumbrance over the assets of the Corporation other than Permitted Encumbrances.

Financial Matters

- (i) The approval of (i) the Budget or any modification to it, and (ii) the manner of obtaining any additional funds required for any purpose specified in the Budget;
- (j) The approval of the Financial Statements;
- (k) A change in the Auditors;

Fundamental Changes

- (l) The taking of any act, step or proceeding including any sale or disposition of any property or assets of the Corporation for the purpose of, or leading to, the liquidation, dissolution or winding-up of the Corporation;

- (m) The sale, lease, exchange or other disposition of all or substantially all of the assets of the Corporation;
- (n) The acknowledging of the insolvency of the Corporation, the making of a voluntary assignment under the *Bankruptcy and Insolvency Act* (Canada), or the consenting to the appointment of a receiver, receiver-manager or other Person acting in a similar capacity by any secured creditor of the Corporation;

Other

- (o) The taking of any act or proceeding, or the entering into of any transaction, agreement, or instrument that is prohibited by the Credit Agreement;
- (3) Notwithstanding any other provision herein, the taking of any act, step, or proceeding or the giving of any consent, approval or instruction, in respect of or pursuant to either the Construction Management Agreement or the Development Management Agreement will require the approval of Constantine alone. For greater certainty, the preceding sentence is not intended to amend or modify either of the Construction Management Agreement and the Development Management Agreement.

Section 3.2 Directors of the Corporation.

- (1) The Board of Directors shall consist of two Directors. Each Shareholder shall have the right to elect as a member of the Board of Directors, one individual who is qualified to act as a director under the Act. Each Shareholder shall vote at all meetings of Shareholders, and shall use its best efforts to cause its nominee Directors on the Board of Directors to act in such manner as to ensure that each nominee is elected or appointed and maintained in office as a Director in accordance with this Agreement.
- (2) If a vacancy on the Board of Directors arises for any reason whatsoever, such vacancy shall be filled by the election or appointment of a Director nominated by the Shareholder entitled to nominate a replacement in accordance with Section 3.2(1). Until such vacancy is filled, the Board of Directors shall not transact any business or exercise any of its powers or functions, save and except as may be necessary to elect or appoint the new Director and preserve the business and assets of the Corporation. If a replacement Director is not elected within ten days of such vacancy occurring because of the failure of the Shareholder who is entitled to nominate a replacement Director to do so, the Directors then in office shall be entitled to transact business and exercise all of the powers and functions of the Board of Directors. A decision or action of the majority of the Directors then in office shall be deemed to be a decision or action of the majority of the Board of Directors.
- (3) The quorum for a meeting of the Board of Directors shall be all Directors. At least 48 hours' prior written notice of any meeting of the Board of Directors must be given unless all of the Directors waive such notice.
- (4) No amount shall be payable by way of salary, bonus or otherwise to any Director for acting as director of the Corporation. Each Director shall be entitled to be reimbursed for reasonable out-of-pocket expenses incurred while attending meetings of, or otherwise being engaged in the business of, the Board of Directors.

Section 3.3 Shareholders.

The quorum for a meeting of Shareholders shall be all the Shareholders.

Section 3.4 Officers.

The officers of the Corporation shall be the following persons:

President	Sam Mizrahi
Vice-President	Robert Hiscox

The Board of Directors shall be entitled to appoint such additional officers from time to time as it may determine. If any of the above-named officers resigns or is removed from office, the Board of Directors shall be entitled to appoint a replacement.

Section 3.5 Books and Records.

Proper books of account shall be kept by the Corporation and entries shall be made of all transactions and other matters as are usually entered into books of account in accordance with those accounting standards that the Corporation is required to comply with pursuant to the CICA Handbook. Each Shareholder or its nominee or other authorized agent or representative shall have free access at all times to examine and copy such books and records. Each Party shall at all times furnish to the other Parties correct information, accounts and statements of and concerning all transactions pertaining to the Corporation without any concealment or suppression.

Section 3.6 Records Confidential.

Each Shareholder acknowledges that all records, material and information pertaining to the Corporation obtained by it (other than information which the Corporation is required to deliver to the Shareholders under the Act) are and shall remain the exclusive property of the Corporation. For so long as the Corporation carries on business, each of the Parties shall keep in the strictest confidence, not disclose and not use, without the consent of the Corporation or the Shareholder to which the information relates, all non-public information pertaining to or concerning the Corporation and the Shareholders including all budgets, forecasts, analyses, financial results, costs, margins, wages and salaries, bids and other business activities, all supplier and customer lists, all non-public intellectual property including trade secrets, unfiled patents, trade-marks, technical expertise and know-how, documentation including standard terms and agreements and all other information not generally known outside the Corporation.

Section 3.7 Bank Accounts.

The Corporation shall maintain its bank accounts with HSBC Bank Canada. All bank accounts shall be kept in the name of the Corporation and all cheques, bills, notes, drafts or other instruments (i) in an amount greater than \$50,000 shall require the signatures of any two officers, (ii) in an amount equal to or less than \$50,000 shall require the signatures of any one officer. All monies received from time to time for the account of the Corporation shall be paid immediately into such bank account or accounts for the time being in operation and all disbursements on account of the Corporation shall be made by cheque on such financial institution.

Section 3.8 Distributions

- (1) If the Project Completion Date occurs prior to the Borrower's dissolution, liquidation or winding up, then all amounts available for distribution to the Shareholders by way

dividend or upon the dissolution, liquidation or winding up of the Corporation (collectively, "**Distributions**") will be distributed as soon as reasonably practicable following Project Completion Date and final determination of the Project Profit. In such event, Distributions will be allocated between the Class A Shares and the Class B Shares as follows:

- (a) first, an amount equal the lesser of (x) the Sales Office and Commissions Savings, and (y) the Excess Profit, if any, will be allocated to the Class A Shares, and
- (b) second, between the Class A Shares and the Class B Shares in accordance with the following chart.

Project Profit divided by Target Profit, expressed as a percentage	Percentage of Distributions allocated to Class A Shares	Percentage of Distributions allocated to Class B shares
100% +	50%	50%
75% to 99.9%	37.5%	62.5%
50% to 74.9%	25%	75%
25% to 49.9	12.5%	87.5%
0% to 25%	0%	100.0%

- (2) If the Project Completion Date does not occur prior to the Borrower's dissolution, liquidation or winding up, then all Distributions will be paid to the holders of the Class B Shares.

Article 4 Financing The Corporation

Section 4.1 Funding of Costs.

The Corporation shall fund all of its expenses and liabilities from its own cash on hand and other assets. If the Corporation requires additional funds for any purpose specified in an Budget, the Corporation shall obtain such funds to the greatest extent possible, by borrowing from a Canadian chartered bank or other reputable financial institution. Mizrahi agrees to provide any guarantee or pledge of Shares required of either itself or Sam for the purpose of obtaining the Construction Loan. Any such pledge of Shares is hereby permitted. If the guarantee (other than a guarantee limited in recourse to a pledge of Shares) of Constantine or any principals of Constantine is required in order to obtain the Construction Loan, then at the option of Constantine, the Parties will restructure the share capital of the Corporation in a

manner so as to avoid the giving of such guarantee while maintaining the same economic and control benefits enjoyed by the Parties pursuant hereto.

Article 5 Share Ownership And Restrictions On Transfer

Section 5.1 Restrictions on Transfer.

- (1) No Shareholder shall Transfer any of the Shares owned by it except to Persons and in the manner expressly permitted in the Articles and this Agreement. Any attempted Transfer of Shares made in violation of this Agreement shall be null and void. Neither the Board of Directors nor the Shareholders shall approve or ratify any Transfer of Shares made in contravention of this Agreement and the Corporation shall not permit any such Transfer to be recorded on the share register of the Corporation maintained for the Shares.
- (2) From and after the date of an attempted Transfer, unless otherwise expressly provided in this Agreement, all rights of the Shareholder purporting to make the Transfer shall be suspended and inoperative and no Person shall be entitled to vote such Shares or receive dividends or other distributions until the Transfer is rescinded by the transferor and transferee.

Section 5.2 Permitted Transferees.

Subject to the provisions of this Section 5.2, each Shareholder (a "Transferor") shall be entitled, upon prior written notice to the Corporation and the other Shareholders, to Transfer the whole of its Shares to any Permitted Transferee of the Transferor. No such Transfer shall be or become effective until the Permitted Transferee executes and delivers to the Corporation a counterpart copy of this Agreement or a written agreement in form and substance satisfactory to the other Parties agreeing to be bound by the terms and conditions of this Agreement. No such Transfer shall release or discharge the Transferor from any of its liabilities or obligations under this Agreement until it becomes effective and then only to the extent provided in this Agreement.

Section 5.3 Deemed Consent under Articles.

Each of the Parties (i) consents to a transfer of Shares made in accordance with this Agreement, (ii) agrees that such consent shall satisfy any restriction on the transfer of the Shares contained in the Articles or By-laws and that no further consent shall be required pursuant to the Articles or By-laws for any such transfer.

Article 6 Cessation Of Involvement In The Corporation

Section 6.1 Inactive Shareholders.

- (1) Mizrahi shall be deemed to be an Inactive Shareholder immediately following the occurrence of any of the following events (each a "Triggering Event"):
 - (a) If Sam dies or has been declared missing for a period in excess of six months;

- (b) If Sam becomes incapable by reason of illness, disease, or other mental or physical disability for (i) a period of six consecutive months of discharging the usual duties of his business or employment, or (ii) for two hundred and seventy days in the aggregate during any period of three hundred and sixty-five consecutive days;
 - (c) If Sam is determined by a court of competent jurisdiction to be unable to manage his own affairs;
 - (d) If Sam has been convicted of any criminal offence by a court of final and competent jurisdiction and has been sentenced to imprisonment for a period aggregating in excess of thirty days;
 - (e) If either Mizrahi or Sam is declared bankrupt or makes a proposal in bankruptcy or becomes the subject of bankruptcy or other similar proceedings;
 - (f) If either Mizrahi or Sam makes an assignment for the benefit of creditors or otherwise acknowledges his insolvency;
 - (g) if either (i) Mizrahi Inc. (the "**Development Manager**") defaults under the development management agreement dated June 16, 2015 between Mizrahi Inc. and the Borrower (the "**Development Management Agreement**") or (ii) Mizrahi Inc. (the "**Construction Manager**") defaults under the construction management agreement dated June 16, 2015 between Mizrahi Inc. and the Borrower (the "**Construction Management Agreement**"), and in each case, such default has not been cured within the applicable cure period, if any;
 - (h) If Sam ceases to Control any of Mizrahi, a Permitted Transferee of Mizrahi, the Development Manager or the Construction Manager.
- (2) Mizrahi shall give notice in writing to Constantine promptly following the occurrence of a Triggering Event.
- (3) From and after the date that a Shareholder becomes an Inactive Shareholder, the right of such Shareholder to nominate any Directors shall be suspended and any nominee Director of such Inactive Shareholder shall resign from the Board of Directors. The votes of such Shareholder or its nominee Directors or both of them, as the case may be, shall be excluded for purposes of determining whether a decision, action or matter has been approved.

Section 6.2 Irrevocable Option to Purchase Shares of Inactive Shareholder.

- (1) Each Shareholder grants to the other Shareholder (or its designee) an irrevocable option (the "**Purchase Option**"), exercisable in the event that it becomes an Inactive Shareholder, to purchase all but not less than all of the Shares held by it (the "**Purchased Shares**").
- (2) The Purchase Option shall be exercisable by the Shareholder who is not an Inactive Shareholder at any time within ninety days following receipt of notice of the Triggering Event (the "**Exercise Period**") upon notice in writing (the "**Exercise Notice**") to the Inactive Shareholder or its Representative.

Section 6.3 Purchase Price for Shares.

The purchase price (the "**Purchase Price**") for the Purchased Shares of the Inactive Shareholder (the "**Vendor**") shall be the product obtained by multiplying the number of Purchased Shares and the Fair Market Value of the Shares determined in accordance with the provisions of Article 8.

Section 6.4 Closing.

- (1) The closing of a transaction of purchase and sale contemplated by this Article 6 (a "**Sale Transaction**") shall take place at the offices of legal counsel to the Corporation at the Time of Closing on the date (the "**Date of Closing**") which shall, unless the Vendor and Purchaser otherwise agree, be the latest of:
 - (a) The date which is ninety days after the relevant Triggering Event;
 - (b) The date which is seven days following the receipt of all necessary governmental releases or approvals required to be obtained in order to effect a valid transfer of the Purchased Shares (and the Parties covenant and agree to use their best efforts to obtain such consents, releases or approvals); and
 - (c) The date which is thirty days after the Purchase Price is finally determined in accordance with the provisions of Article 7.
- (2) The Sale Transaction shall be effected in accordance with the general sale provisions of Article 7.

**Article 7
Procedure For Sale Of Shares**

Section 7.1 Application of Sale Provisions.

- (1) Except as may otherwise be expressly provided in this Agreement, the provisions of this Article shall apply to any sale of Shares between or among Shareholders.
- (2) For the purpose of this Article, the terms "**Vendor**", "**Purchaser**", "**Date of Closing**", "**Time of Closing**", "**Purchase Price**" and "**Purchased Shares**" with respect to any Sale Transaction shall have the meanings specified in Article 6.

Section 7.2 Obligations of Vendor.

At or prior to the Time of Closing, the Vendor shall:

- (a) Assign and transfer to the Purchaser the Purchased Shares and deliver the share certificate(s) representing the Purchased Shares duly endorsed for transfer to the Purchaser or as directed by it;
- (b) Do all other things required in order to deliver good and marketable title to the Purchased Shares to the Purchaser free and clear of any Encumbrances whatsoever;

- (c) Deliver to the Corporation signed resignations of the Vendor and its nominees, if any, as Directors, officers and employees of the Corporation, as the case may be;
- (d) Deliver to the Corporation releases by the Vendor and its nominees, if any, of all claims against the Corporation with respect to any matter or thing up to and including the Time of Closing in their capacities as Directors, officers, Shareholders, employees or creditors of the Corporation, as the case may be in a form satisfactory to the Purchaser acting reasonably;
- (e) Deliver to the remaining Shareholders releases by the Vendor and its nominees, if any, of all claims against each remaining Shareholder and their respective nominees, if any, in their capacities as a Shareholder, Director or officer of the Corporation, in form satisfactory to the Purchaser acting reasonably; and
- (f) Either provide the Purchaser with evidence reasonably satisfactory to the Purchaser that the Vendor is not then a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) or provide the Purchaser with a certificate pursuant to subsection 116(2) of the *Income Tax Act* (Canada) with a certificate limit in an amount not less than the Purchase Price for the Purchased Shares.

Section 7.3 Release of Guarantees etc.

If, at the Time of Closing, the Vendor, or any other Person for and on behalf of the Vendor, shall have any guarantees, securities or covenants lodged with any Person to secure any indebtedness, liability or obligation of the Corporation or the remaining Shareholders, then the remaining Shareholders shall use their best efforts to deliver up or cause to be delivered up to the Vendor or cancel or cause to be cancelled all of such guarantees, securities and covenants at the Time of Closing. If, notwithstanding such best efforts, the delivery up or cancellation of any such guarantee, security or covenant is not obtained, the remaining Shareholder shall deliver to the Vendor, and such other Person an indemnity in writing, in form reasonably satisfactory to counsel for the Vendor, indemnifying them against any and all claims, losses, costs or damages which may be or which shall have been paid, suffered or incurred by them with respect to the guarantee, security or covenant.

Section 7.4 Repayment of Debts.

If, at the Time of Closing, the Corporation is indebted to the Vendor in an amount recorded on the books of the Corporation and verified by the Auditor, the Corporation shall repay such amount to the Vendor at the Time of Closing. If, at the Time of Closing, the Vendor is indebted to the Corporation in an amount recorded on the books of the Corporation and verified by the Auditors, the Vendor shall repay such amount to the Corporation at the Time of Closing and, if the Vendor fails to make such repayment, the Purchaser shall be required to pay the amount of such indebtedness to the Corporation from the Purchase Price and the amount of the Purchase Price payable to the Vendor shall be reduced accordingly.

Section 7.5 Payment of Purchase Price.

Unless otherwise agreed in the Sale Transaction and permitted by this Agreement, the Purchase Price (less an amount withheld equal to the face amount of any indebtedness of the Vendor to the Corporation or the other Shareholders) shall be paid by the Purchaser in full by cash or bank draft at the Time of Closing.

Section 7.6 Non-Completion by Vendor.

- (1) If, at the Time of Closing, the Vendor fails to complete the Sale Transaction, the Purchaser shall have the right, if not in default under this Agreement, without prejudice to any other rights which it may have, make payment of the Purchase Price payable to the Vendor at the Time of Closing by depositing such amount to the credit of the Vendor in the main branch of the Corporation's bankers in the City of Toronto. Such deposit shall constitute valid and effective payment of such amount to the Vendor irrespective of any action the Vendor may have taken to transfer or grant an Encumbrance on the Purchased Shares. If the Purchase Price has been so paid, then from and after the date of deposit, the Sale Transaction shall be deemed to have been fully completed and all right, title, benefit and interest, both at law and in equity in and to the Purchased Shares shall conclusively be deemed to have been transferred to and become vested in the Purchaser and all right, title, benefit and interest, both at law and in equity, in and to the Purchased Shares of the Vendor or of any transferee or assignee of the Vendor shall cease. The Purchaser shall also have the right to execute and deliver, on behalf of and in the name of the Vendor, such deeds, transfers, share certificates, resignations and other documents that may be necessary to complete the Sale Transaction and each Shareholder, to the extent it may be a Vendor irrevocably appoints any Shareholder who becomes a Purchaser in a Sale Transaction its attorney in that behalf in accordance with the *Powers of Attorney Act* (Ontario), with no restriction or limitation in that regard and declaring that this power of attorney may be exercised during any subsequent legal incapacity on its part.
- (2) The Vendor shall be entitled to receive the amount deposited with the Corporation's bankers pursuant to Section 7.6(1) together with the releases and indemnities to which it may be entitled pursuant to Section 7.3 on delivery to the Purchaser of the documents referred to in Section 7.2 and in compliance with all other provisions of this Agreement.

**Article 8
Fair Market Value**

Section 8.1 Purchase Price for Shares.

The provisions of this Article 8 shall apply with respect to any determination of Fair Market Value required to be made pursuant to this Agreement.

Section 8.2 Meaning of Fair Market Value.

- (1) For purposes of this Agreement, "**Fair Market Value**" means the price per Class A Share, determined by an Auditor or Valuator (as hereinafter defined) pursuant to this Article as of the date the Triggering Event occurred, that would be received upon a sale of all of the issued and outstanding Class A Shares in a single transaction determined in an open and unrestricted market between prudent parties, acting at arm's length and under no compulsion to act, and having reasonable knowledge of all relevant facts concerning the Corporation and the terms of the Class A Shares. In determining the Fair Market Value of the Class A Shares, such Auditor or Valuator shall be considered as an expert and shall not be construed as acting as an arbitrator within the meaning of the *Arbitration Act*, 1991 (Ontario).
- (2) The determination of the Fair Market Value of the Class A Shares shall be made as if the Corporation were a "**going concern**" (except to the extent that market, financial,

economic, business or other conditions shall dictate different criteria in the reasonable judgment of the Auditor or Valuator) without any discount for a minority interest or any premium for control. The value of the Class A Shares shall not be diminished because (i) the Shares are not publicly traded, or (ii) the Vendor owns a minority interest in the Corporation.

Section 8.3 Estimate of Fair Market Value.

- (1) Immediately following the receipt of an Exercise Notice under Section 6.2(2), the Corporation shall instruct the Auditor to prepare and deliver to the Vendor and Purchaser, within a period of thirty days from the date of receipt of such instructions, a report setting forth the Auditor's estimate as to the Fair Market Value of the Shares and the basis upon which such estimate has been calculated (the "**Auditor's Report**").
- (2) If the estimate of the Fair Market Value of the Shares set forth in the Auditor's Report is acceptable to the Vendor and Purchaser and agreed to in writing within a period of ten days following the delivery of the Auditor's Report to them, it shall become the Fair Market Value of the Shares for purposes of the Sale Transaction to which it relates.
- (3) If the statement of the Fair Market Value set forth in the Auditor's Report is unacceptable to the Vendor or the Purchaser they shall negotiate expeditiously and in good faith during such ten day period to arrive at a mutually agreeable Fair Market Value. If such agreement is reached, the amount so determined and agreed shall become the Fair Market Value of the Shares for purposes of the Sale Transaction to which it relates.
- (4) If the Vendor and Purchaser are unable to agree as to the Fair Market Value of the Shares within such ten day period, the Purchaser shall provide the Vendor with a list of five independent qualified business valuers (a "**Valuator**") and the Vendor shall select a valuator from such list.
- (5) The Valuator so selected shall determine the Fair Market Value of the Shares as quickly as practicable after the date of its selection having regard to the factors identified in Section 8.2. The Valuator may also have regard to any representations which either the Vendor or the Purchaser wish to make. The Valuator shall deliver its report concerning the Fair Market Value of the Shares to the Vendor and Purchaser (the "**Valuator's Report**") and such report shall be conclusive and binding. The Fair Market Value so determined shall become the Fair Market Value of the Shares for purposes of the Sale Transaction.
- (6) The costs and expenses of the Auditor incurred in connection with preparation of the Auditor's Report and the costs and expenses of the Valuator incurred in connection with preparation of the Valuator's Report shall be shared equally by the Vendor and the Purchaser.

Article 9
Representations, Warranties And Covenants

Section 9.1 Representations and Warranties of Shareholders.

Each Shareholder represents and warrants to each other Party in respect of itself and acknowledges and confirms that such other Parties are relying on such representations and warranties in entering into this Agreement, that:

- (a) **Title to Shares.** The Shares set out opposite its name in Section 2.3 are owned by it as the registered and beneficial owner thereof with a good title thereto, free and clear of all Encumbrances;

- (b) **Authorized Capital.**
 - (i) (i) Mizrahi is a corporation incorporated and existing under the laws of Ontario and has the corporate power to own its Shares and to enter into and perform its obligations under this Agreement, (ii) Mizrahi is Controlled by Sam, (iii) no Person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase of any of the shares in the capital of Mizrahi, or for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of Mizrahi or of any other securities;

 - (ii) (i) Constantine is a corporation incorporated and existing under the laws of Ontario and has the corporate power to own its Shares and to enter into and perform its obligations under this Agreement, (ii) Constantine is Controlled by either Edward Rogers, Robert Hiscox, or both of them jointly (iii) no Person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase of any of the shares in the capital of Constantine, or for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of Constantine or of any other securities

- (c) **Validity of Agreement.** The execution, delivery and performance by it of this Agreement:
 - (i) Have been duly authorized by all necessary corporate action on its part;

 - (ii) Do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of its constating documents or by-laws or any contracts or instruments to which it is a party or pursuant to which any of its assets or property may be affected;

- (iii) Will not result in a breach of, or cause the termination or revocation of, any authorization, licence or permit held by a it or necessary to its ownership of the Shares; and
- (iv) Will not result in the violation of any Law;
- (d) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms;
- (e) **Required Authorizations.** There is no requirement to make any filing with, give any notice to, or obtain any authorization of, any Governmental Entity as a condition to the lawful completion of the transactions contemplated by this Agreement; and
- (f) **Residence.** It is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

Section 9.2 Representations and Warranties of Corporation.

The Corporation represents and warrants to each other Party, and acknowledges and confirms that such other Parties are relying on such representations and warranties in entering into this Agreement, that:

- (a) **Incorporation and Corporate Power.** It is a corporation incorporated and existing under the laws of Ontario and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement;
- (b) **Validity of Agreement.** The execution, delivery and performance by the Corporation of this Agreement to which it is a party:
 - (i) Have been duly authorized by all necessary corporate action on the part of the Corporation;
 - (ii) Do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of its constating documents or by-laws or any contracts or instruments to which it is a party or pursuant to which any of its assets or property may be affected;
 - (iii) Will not result in a breach of, or cause the termination or revocation of, any authorization held by the Corporation or necessary to the operation of its business; and
 - (iv) Will not result in the violation of any Law;
- (c) **Required Authorizations.** There is no requirement to make any filing with, give any notice to, or obtain any authorization of, any Governmental Entity as a condition to the lawful completion of the transactions contemplated by this Agreement;

- (d) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable against it in accordance with its terms;
- (e) **Title to Shares.** The Shares set out opposite each Shareholder's name in Section 2.3 are owned by such Shareholder as the registered owner thereof, and to the best of the Corporation's knowledge, each such Shareholder is the beneficial owner of such Shares with a good title thereto, free and clear of all Encumbrances;
- (f) **Authorized and Issued Capital.** The authorized capital of the Corporation consists of an unlimited number of Class A Common shares and an unlimited number of Class B Common shares, of which at this date, the shares described in Section 2.3 (and no more) have been duly issued and are outstanding as fully paid and non-assessable;
- (g) **No Other Agreements to Purchase.** To the knowledge of the Corporation, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming such for (i) the purchase or acquisition of any of the Shares, or (ii) the purchase, subscription, allotment or issuance of any of the unissued shares or other securities of the Corporation; and
- (h) **Corporate Records.** The Articles and By-laws are in full force and effect, unamended at this date. The Corporate Records are complete and accurate and all corporate proceedings and actions reflected in the Corporate Records have been conducted or taken in compliance with all applicable Laws and with the articles and by-laws of the Corporation. Without limiting the generality of the foregoing (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed, (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of any securities has been paid, and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be. The Corporation has never been subject to, or affected by, any unanimous shareholders agreement.

Section 9.3 Survival.

The representations, warranties and covenants of the Parties contained in this Article shall survive the execution and delivery of this Agreement and shall be deemed to be continuing with respect to each Party until it ceases to be bound by the provisions of this Agreement.

Article 10 Option to Acquire Space

Section 10.1 Mizrahi's Option to Acquire Retail Space

During the period commencing on the date the Project's condominium documents are finalized and available for distribution to potential purchasers of Units until the 180th day following the issuance of all building permits for the construction of the Project, Mizrahi, or its designee will have the option to acquire from the Corporation, exercisable by providing written notice to Constantine and an executed Agreement of Purchase Sale in the same form used for all other Units, the retail space on the ground floor of the Project (the "**Retail Space**") at a price of \$1,000 per square foot. The area of the Retail Space will be measured in the same manner as the area of all other Units is measured. Notwithstanding the foregoing, the form of Agreement of Purchase and Sale will not require the payment of deposits in advance of the closing of the purchase and sale of the Retail Space Unit. If Mizrahi fails to exercise its option in this paragraph, then Constantine shall have the option, exercisable no later than 20 days following the date the option in this paragraph expired by providing written notice thereof to Mizrahi, to acquire the Retail Space on the same terms provided to Mizrahi in this paragraph.

Section 10.2 Constantine's Option to Acquire Unit

During the period commencing on the date the Project's condominium documents are finalized and available for distribution to potential purchasers of Units until the 180th day following the issuance of all building permits for the construction of the Project, Constantine, or its designee will have the option to acquire from the Corporation, exercisable by providing written notice to Mizrahi and an executed Agreement of Purchase Sale in the same form used for all other Units, a Unit comprising approximately half of the entire 6th floor of the Project facing Hazelton Avenue (the "**Optioned Unit**") at a price of \$1,350 per square foot. The area of the Optioned Unit will be measured in the same manner as the area of all other Units is measured. Notwithstanding the foregoing, the form of Agreement of Purchase and Sale will not require the payment of deposits in advance of the closing of the purchase and sale of the Optioned Unit. If Constantine fails to exercise its option in this paragraph, then Mizrahi shall have the option, exercisable no later than 20 days following the date the option in this paragraph expired by providing written notice thereof to Constantine, to acquire the Optioned Unit on the same terms provided to Constantine in this paragraph.

Article 11 Miscellaneous

Section 11.1 Term of Agreement.

- (1) This Agreement shall come into force and effect on this date and shall terminate on the earlier of:
 - (a) The date on which one Shareholder shall have acquired all of the issued and outstanding Shares;
 - (b) The date on which this Agreement is terminated by written agreement of all the Parties; and
 - (c) The date on which all of the Shares are sold to a third party in compliance with this Agreement.

- (2) Notwithstanding the foregoing, the obligations of the Parties set out in Section 3.6 shall continue in full force and effect after termination of this Agreement.
- (3) The termination of this Agreement shall have no effect upon any obligation of a Party to make a payment for any Shares purchased pursuant to the provisions of this Agreement or to pay any other amounts owing by it under this Agreement prior to the date of such termination.

Section 11.2 Notices.

- (1) Any notice, direction or other communication given under this Agreement shall be in writing and given by delivering it or sending it by facsimile or other similar form of recorded communication addressed:

- (a) to Mizrahi at:

189 Forest Hill Road,
Toronto, Ontario M5P 2N3

Attention: Sam Mizrahi
Email: sam@mizrahidevelopments.com

With a copy to:

Baldwin Sennecke Halman LLP
Suite 900, 25 Adelaide Street East
Toronto, Ontario M5C 3A1
Attention: Jeffrey Halman
Email: jhalman@bashllp.com

- (b) to Constantine at:

333 Bloor Street East
10th Floor
Toronto, ON M4W 1G9

Attention: Robert Hiscox
Email: robert@hiscox.org

with a copy to:

Cassels Brock & Blackwell LLP
Scotia Plaza
40 King Street West, Suite 2100
Toronto, ON M5H 3C2

Attention: Jason Arbuck
Email: jarbuck@casselsbrock.com

- (c) to the Corporation by giving notice to both Shareholders as per above.
- (2) Any such communication shall be deemed to have been validly and effectively given (i) if personally delivered, on the date of such delivery if such date is a Business Day and such delivery was made prior to 4:00 p.m. (Toronto time) and otherwise on the next Business Day, or (ii) if transmitted by email or similar means of recorded communication on the Business Day following the date of transmission. Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

Section 11.3 Time of the Essence.

Time shall be of the essence of this Agreement.

Section 11.4 Publicity.

Any press release or public statement or announcement with respect to the matters referred to in this Agreement (a “**Public Statement**”) shall be made only with the prior written consent and joint approval of the other Parties unless such Public Statement is required by law or by any stock exchange, in which case the disclosing Party shall use its best efforts to obtain the approval of the other Parties as to the form, nature and extent of the disclosure.

Section 11.5 Third Party Beneficiaries.

The Parties intend that this Agreement shall not benefit or create any right or cause of action in, or on behalf of, any Person other than the Parties and no Person, other than a Party shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

Section 11.6 No Agency or Partnership.

Nothing contained in this Agreement shall make or constitute any Party, the representative, agent, principal or partner of any other Party and it is understood that no Party has the capacity to make commitments of any kind whatsoever or incur obligations or liabilities binding upon any other Party.

Section 11.7 Expenses.

Except as otherwise expressly provided in this Agreement, all costs and expenses (including the fees and disbursements of legal counsel, investment advisers and accountants) incurred in connection with this Agreement and the transactions contemplated in this Agreement shall be paid by the Party incurring such expenses. The costs of legal counsel to draft and settle this Agreement shall be paid by the Corporation.

Section 11.8 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by all of the Parties.

Section 11.9 Waiver.

- (1) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.

- (2) No failure on the part of a Party to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

Section 11.10 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth herein and none of the Parties has relied or is relying on any other information, discussion or understanding in entering into and completing the transactions contemplated in this Agreement.

Section 11.11 Successors and Assigns.

- (1) This Agreement shall become effective when executed by all the Parties and after that time shall be binding upon and enure to the benefit of the Parties and their respective successors, heirs, personal representatives and permitted assigns.
- (2) Except otherwise provided in this Agreement, neither this Agreement nor any of the rights or obligations under this Agreement shall be assignable or transferable by any Party without the prior written consent of the other Parties unless (i) the assignor transfers all Shares owned by it to the assignee and such transfer is permitted under and completed in accordance with this Agreement, and (ii) the assignee agrees to be bound by this Agreement.

Section 11.12 Severability.

If any provision of this Agreement shall be determined by an arbitrator or any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

Section 11.13 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 11.14 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF the parties have executed this Unanimous Shareholders Agreement.

MIZRAHI ENTERPRISES INC.

By: 

Name: Sam Mizrahi
Title: President

CONSTANTINE ENTERPRISES INC.

By: _____
Name: Edward S. Rogers
Title: Chairman

By: _____
Name: Robert Hiscox
Title: President

MIZRAHI (128 HAZELTON) INC.

By: 

Name: Sam Mizrahi
Title: President

[Signature Page to Unanimous Shareholders Agreement]

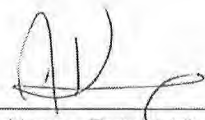
IN WITNESS WHEREOF the parties have executed this Unanimous Shareholders Agreement.

MIZRAHI ENTERPRISES INC.

By: _____
Name: Sam Mizrahi
Title: President

CONSTANTINE ENTERPRISES INC.

By:  _____
Name: Edward S. Rogers
Title: Chairman

By:  HISCOX _____
Name: Robert Hiscox
Title: President

MIZRAHI (128 HAZELTON) INC.

By: _____
Name: Sam Mizrahi
Title: President

[Signature Page to Unanimous Shareholders Agreement]

This is Exhibit "B" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

AGREEMENT TO BE BOUND BY UNANIMOUS SHAREHOLDERS AGREEMENT

TO: Constantine Enterprises Inc. (“Constantine”)

AND TO: Mizrahi (128 Hazelton) Inc. (the “Corporation”)

WHEREAS:

- A. Constantine, Mizrahi Enterprises Inc. (“MEI”) and the Corporation entered into a Unanimous Shareholders Agreement dated June 19, 2015 (the “**Shareholders Agreement**”) for the purpose of setting forth, *inter alia*, the manner in which the business and affairs of the Corporation shall be conducted, the manner in which the operations of the Corporation shall be financed and the respective rights and obligations of the parties arising out of or in connection with the ownership of shares in the Corporation;
- B. The undersigned Mizrahi Developments Inc. (“MDI”) has acquired all of the 100 Class A common shares in the capital of the Corporation previously owned by MEI;
- C. MDI has agreed to be added as a party to and bound by the provisions of the Shareholders Agreement, as provided for herein;


NOW THEREFORE IN CONSIDERATION of the premises, the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned MDI agrees as follows:

- 1. The undersigned hereby agrees to become party to the Shareholders Agreement and to be subject to all of the rights, obligations and liabilities of MEI under the Shareholders Agreement as though the undersigned had been an original signatory to the Shareholders Agreement.
- 2. The undersigned shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

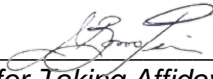
[Signature page follows]

IN WITNESS WHEREOF the undersigned has executed this Agreement as of August 13, 2015.

MIZRAHI DEVELOPMENTS INC.

Per: 
Name: Sam Mizrahi
Title: President

This is Exhibit "C" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

CONTRIBUTION AGREEMENT

BETWEEN: Mizrahi Developments Inc. (the "MDI")
AND Constantine Enterprises Inc. ("CEI")
AND Mizrahi (128 Hazelton) Inc. (the "Corporation")

1. *Definitions.* In this agreement, in addition to the terms defined above, the following definitions apply:

"**Aviva**" means Aviva Westmount Guarantee Company of Canada.

"**Budget Deficit**" means the inability of the Corporation to fund one or more expenditures approved in writing by CEI, including any monthly interest payments by the Corporation to Duca and any quarterly interest and deposit insurance premiums payable to Aviva; but excluding (i) any amounts owed to CEI; or (ii) any payments required to fund a payment to Duca arising from Duca's demand and acceleration of the entire debt owing by the Corporation to Duca; or (iii) any payments required to fund a payment to Aviva arising from Aviva's demand and acceleration of the entire debt owing by the Corporation to Aviva.

"**Business Day**" means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.

"**Cap**" means the aggregate sum of \$3,000,000 to be advanced to the Corporation pursuant to the CEI Note and the MDI Note.

"**CEI Note**" means the promissory note dated the date hereof issued by the Corporation to CEI, as the same may be amended, restated or otherwise modified from time to time.

"**Duca**" means DUCA Financial Services Credit Union Ltd. and its successors and assigns.

"**Litigation Expense**" means any expenses of the Corporation incurred in connection with any action, suit, litigation, investigation or proceeding involving the Corporation.

"**MDI Note**" means the promissory note and agreement dated the date hereof between 1000041090 Ontario Inc., CEI and the Corporation, as the same may be amended, restated or otherwise modified from time to time.

"**Notice**" means any notice, request, direction, or other document that a party can or must make or give under this agreement.

"**Person**" includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.

2. *References to specific terms*

- (a) *Currency.* Unless specified otherwise, all dollar amounts expressed in this agreement refer to Canadian currency.

- (b) *"Including."* Where this agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
3. If, after the Cap is advanced, CEI has reasonable grounds for believing that a Budget Deficit is likely to take place within the next 90 days unless additional capital is contributed to the Corporation, then CEI may request in writing additional funds from MDI (each an **"Additional Advance"**). Each request for an Additional Advance shall set out in summary form the nature of the events giving rise to such Additional Advance, the proposed use of proceeds from such Additional Advance, the amount to be advanced by the MDI and CEI (the **"Advance Amount"**), and the date (the **"Advance Date"**) upon which the advance is to be made. The Advance Date shall be no earlier than 31 days following delivery of the notice of the request for the Additional Advance. In respect of each Additional Advance, each of MDI and CEI agrees to advance 50% of the Advance Amount on the Advance Date by payment to a bank account of the Corporation in immediately available funds. The obligations of MDI under this paragraph are in favour of both the Corporation and CEI, and either may enforce such obligations against the MDI.
 4. Notwithstanding the foregoing, no Additional Advance may be requested to fund: (i) payment of any Litigation Expense; or (ii) a payment to CEC Mechanical; unless both CEI and MDI mutually agree thereto.
 5. Any amounts advanced to the Corporation by MDI pursuant to this agreement shall be contributed by way of a additional contributed capital on account of the shares currently held by MDI or by way of unsecured debt, the repayment of which is hereby fully postponed and subordinated in favour all obligations owed by the Corporation to CEI.
 6. *Further assurances.* Each of MDI, CEI and the Corporation, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this agreement.
 7. *Amendment.* This agreement may only be amended by a written document signed by each of the parties hereto.
 8. *Conflict of terms.* If there is any inconsistency between the terms of this agreement and those in any document entered into under this agreement, the terms of this agreement will prevail.
 9. *Binding effect.* This agreement enures to the benefit of and binds the parties and their respective successors, and permitted assigns.
 10. *Assignment.* No party may assign this agreement in whole or in part to any Person without the written consent of all parties hereto.
 11. *Notice.* To be effective, a Notice to any party hereunder must be in writing and delivered to all parties hereto as follows (a) personally, either to the individual designated below for that party or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out below, (b) by registered mail, or (c) by electronic mail to the address or electronic mail address set out opposite the party's name below or to any other address or electronic mail address for a party as that party from time to time designates to the other parties in the same manner:

in the case of CEI, to:

Constantine Enterprises Inc.
333 Bloor Street East, 10th Floor
Toronto ON M4W 1G9, Canada
Attention: Robert Hiscox
E-mail: robert.hiscox@constantineinc.com

with a copy to

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2
Attention: Jason Arbuck
E-mail: jarbuck@cassels.com

in the case of MDI, to:

189 Forest Hill Road,
Toronto, ON M5P 2N3
Attention: Sam Mizrahi
Email: Sam@MizrahiDevelopments.ca

with a copy to:

McCarter Grespan Beynon Weir PC
675 Riverbend Drive
Kitchener, ON N2K 3S3
Attention: Avril Lavallee and Chris Bryant
Email: alavallee@mgbwlaw.com and cbryant@mgbwlaw.com

In the case of the Corporation, to:

Constantine Enterprises Inc.
333 Bloor Street East, 10th Floor
Toronto ON M4W 1G9, Canada
Attention: Robert Hiscox
E-mail: robert.hiscox@constantineinc.com

And to:

189 Forest Hill Road,
Toronto, ON M5P 2N3
Attention: Sam Mizrahi
Email: Sam@MizrahiDevelopments.ca

with a copy to

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street West

Toronto, ON M5H 3C2
Attention: Jason Arbuck
E-mail: jarbuck@cassels.com

and a copy to:

McCarter Grespan Beynon Weir PC
675 Riverbend Drive
Kitchener, ON N2K 3S3
Attention: Avril Lavallee and Chris Bryant
Email: alavallee@mgbwlaw.com and cbryant@mgbwlaw.com

Any Notice is effective (i) if personally delivered, as described above, on the day of delivery if that day is a Business Day and it was received before 5:00 p.m. local time in the place of receipt and otherwise on the next Business Day, (ii) if sent by registered mail, on the fourth Business Day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth Business Day thereafter there is a disruption of postal service then, Notice must be given by means other than mail, or (iii) if sent by electronic mail, on the day the sender receives confirmation of receipt by return electronic mail from the recipient if that day is a Business Day and if that confirmation was received before 5:00 p.m. local time in the place of receipt, and otherwise on the next Business Day.

12. *Severability.* The invalidity or unenforceability of any particular term of this agreement will not affect or limit the validity or enforceability of the remaining terms.
13. *Waiver.* No waiver of satisfaction of a condition or breach or non-performance of an obligation under this agreement is effective unless it is in writing and signed by the party granting the waiver. No waiver under this section will be deemed to extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived nor will it affect the exercise of any other rights or remedies under this agreement. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.
14. *Payment of costs.* Mizrahi Constantine (180 SAW) LP shall pay all costs (including legal fees) that CEI, MDI, or the Corporation, or their agents on their behalf, incur in connection with the drafting and negotiation of this agreement, and all security, guarantees, and other documents delivered in connection with this agreement and the transactions contemplated by this agreement (all such guarantees, security documents and this agreement, the "**Loan Documents**"), and the execution and delivery of, and the perfection and enforcement of the Loan Documents, which will be paid promptly upon demand.
15. *Governing law.* The laws of Ontario and the laws of Canada applicable in that province, excluding any rule or principle of conflicts of law that may provide otherwise, govern this agreement. The parties irrevocably attorn to the jurisdiction of the courts of Ontario, which will have non-exclusive jurisdiction over any matter arising out of this agreement.

Dated December 3, 2021.

MIZRAHI (128 HAZELTON) INC.

By: 
Name: Sam Mizrahi
Title: President

By: _____
Name: Robert Hiscox
Title:

MIZRAHI DEVELOPMENTS INC.

By: 
Name: Sam Mizrahi
Title: President


CONSTANTINE ENTERPRISES INC.

By: _____
Name: Robert Hiscox
Title:

Dated December 3, 2021.

MIZRAHI (128 HAZELTON) INC.

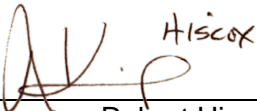
By: _____
Name: Sam Mizrahi
Title: President

By:  _____
Name: Robert Hiscox
Title: ASO

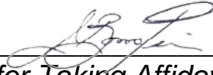
MIZRAHI DEVELOPMENTS INC.

By: _____
Name: Sam Mizrahi
Title: President

CONSTANTINE ENTERPRISES INC.

By:  _____
Name: Robert Hiscox
Title: Co-founder & CEO

This is Exhibit "D" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C



Profile Report

MIZRAHI (128 HAZELTON) INC. as of February 08, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	MIZRAHI (128 HAZELTON) INC.
Ontario Corporation Number (OCN)	1922994
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 30, 2014
Registered or Head Office Address	126 Hazelton Avenue, Toronto, Ontario, Canada, M5R 2E4

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name ROBERT HISCOX
Address for Service 36 Berryman Street, Yorkville, Ontario, Canada, M5E 1M6
Resident Canadian Yes
Date Began June 19, 2015

Name SAM MIZRAHI
Address for Service 189 Forest Hill Road, Toronto, Ontario, Canada, M5P 2N3
Resident Canadian Yes
Date Began September 30, 2014

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

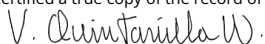
Active Officer(s)

Name	ROBERT HISCOX
Position	Vice-President
Address for Service	36 Berryman Street, Yorkville, Ontario, Canada, M5E 1M6
Date Began	June 19, 2015

Name	SAM MIZRAHI
Position	President
Address for Service	189 Forest Hill Road, Toronto, Ontario, Canada, M5P 2N3
Date Began	September 30, 2014

Name	SAM MIZRAHI
Position	Secretary
Address for Service	189 Forest Hill Road, Toronto, Ontario, Canada, M5P 2N3
Date Began	September 30, 2014

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name

MIZRAHI (128 HAZELTON) INC.

Effective Date

September 30, 2014

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report.

Additional historical information may exist in paper or microfiche format.

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
Annual Return - 2019 PAF: SAM MIZRAHI - DIRECTOR	August 09, 2020
Annual Return - 2016 PAF: SAM MIZRAHI - DIRECTOR	April 09, 2017
Annual Return - 2015 PAF: SAM MIZRAHI - DIRECTOR	July 03, 2016
Annual Return - 2014 PAF: SAM MIZRAHI - DIRECTOR	June 27, 2015
CIA - Notice of Change PAF: MATI PAJO - OTHER	June 22, 2015
BCA - Articles of Amendment	June 15, 2015
CIA - Initial Return PAF: DYLAN WHITE - OTHER	October 23, 2014
BCA - Articles of Incorporation	September 30, 2014

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



Rapport de profil

MIZRAHI (128 HAZELTON) INC. en date du 08 février 2024

Loi	Loi sur les sociétés par actions
Type	Société par actions de l'Ontario
Dénomination	MIZRAHI (128 HAZELTON) INC.
Numéro de société de l'Ontario	1922994
Autorité législative responsable	Canada - Ontario
Statut	Active
Date de constitution	30 septembre 2014
Adresse légale ou du siège social	126 Hazelton Avenue, Toronto, Ontario, Canada, M5R 2E4

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Administrateurs en fonction

Nombre minimal d'administrateurs 1
Nombre maximal d'administrateurs 10

Dénomination ROBERT HISCOX
Adresse aux fins de signification 36 Berryman Street, Yorkville, Ontario, Canada, M5E 1M6
Résident canadien Oui
Date d'entrée en fonction 19 juin 2015

Dénomination SAM MIZRAHI
Adresse aux fins de signification 189 Forest Hill Road, Toronto, Ontario, Canada, M5P 2N3
Résident canadien Oui
Date d'entrée en fonction 30 septembre 2014

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1^{er} avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Dirigeants en fonction

Dénomination

Poste

Adresse aux fins de signification

Date d'entrée en fonction

ROBERT HISCOX

Vice-président de la société

36 Berryman Street, Yorkville, Ontario, Canada, M5E 1M6

19 juin 2015

Dénomination

Poste

Adresse aux fins de signification

Date d'entrée en fonction

SAM MIZRAHI

Président de la société

189 Forest Hill Road, Toronto, Ontario, Canada, M5P 2N3

30 septembre 2014

Dénomination

Poste

Adresse aux fins de signification

Date d'entrée en fonction

SAM MIZRAHI

Secrétaire

189 Forest Hill Road, Toronto, Ontario, Canada, M5P 2N3

30 septembre 2014

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Historique des dénominations sociales

Nom	
Date d'entrée en vigueur	MIZRAHI (128 HAZELTON) INC. 30 septembre 2014

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1^{er} avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux en vigueur

Cette personne morale n'a aucun nom commercial actif enregistré en vertu de la Loi sur les noms commerciaux de l'Ontario.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux expirés ou révoqués

Les noms commerciaux actifs enregistrés de cette personne morale en vertu de la Loi sur les noms commerciaux de l'Ontario sont expirés ou annulés.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Liste de documents

Nom du dépôt	Date d'entrée en vigueur
Rapport annuel - 2019 PRE: SAM MIZRAHI - DIRECTOR	09 août 2020
Rapport annuel - 2016 PRE: SAM MIZRAHI - DIRECTOR	09 avril 2017
Rapport annuel - 2015 PRE: SAM MIZRAHI - DIRECTOR	03 juillet 2016
Rapport annuel - 2014 PRE: SAM MIZRAHI - DIRECTOR	27 juin 2015
CIA - Avis de modification PRE: MATI PAJO - OTHER	22 juin 2015
BCA - Statuts de modification	15 juin 2015
CIA - Rapport initial PRE: DYLAN WHITE - OTHER	23 octobre 2014
BCA - Statuts constitutifs	30 septembre 2014

Tous les renseignements de la « PRE » (personne autorisant le dépôt) sont affichés exactement tels qu'ils sont enregistrés dans le Registre des entreprises de l'Ontario. Lorsque la PRE ne figure pas sur un document, les renseignements n'ont pas été enregistrés dans le Registre des entreprises de l'Ontario.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1^{er} avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.



Profile Report

MIZRAHI 128 HAZELTON RETAIL INC. as of February 08, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	MIZRAHI 128 HAZELTON RETAIL INC.
Ontario Corporation Number (OCN)	2756960
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	May 22, 2020
Registered or Head Office Address	189 Forest Hill Road, Toronto, Ontario, Canada, M5P 2N3

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name SAM MIZRAHI
Address for Service 189 Forest Hill Road, Toronto, Ontario, Canada, M5P 2N3
Resident Canadian Yes
Date Began May 22, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

There are no active Officers currently on file for this corporation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name

MIZRAHI 128 HAZELTON RETAIL INC.

Effective Date

May 22, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name

BCA - Articles of Incorporation

Effective Date

May 22, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



Rapport de profil

MIZRAHI 128 HAZELTON RETAIL INC. en date du 08 février 2024

Loi	Loi sur les sociétés par actions
Type	Société par actions de l'Ontario
Dénomination	MIZRAHI 128 HAZELTON RETAIL INC.
Numéro de société de l'Ontario	2756960
Autorité législative responsable	Canada - Ontario
Statut	Active
Date de constitution	22 mai 2020
Adresse légale ou du siège social	189 Forest Hill Road, Toronto, Ontario, Canada, M5P 2N3

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Administrateurs en fonction

Nombre minimal d'administrateurs 1
Nombre maximal d'administrateurs 10

Dénomination SAM MIZRAHI
Adresse aux fins de signification 189 Forest Hill Road, Toronto, Ontario, Canada, M5P 2N3
Résident canadien Oui
Date d'entrée en fonction 22 mai 2020

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registraireur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Dirigeants en fonction

Il n'y a aucun dirigeant actif au dossier.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registraireur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Historique des dénominations sociales

Nom

MIZRAHI 128 HAZELTON RETAIL INC.

Date d'entrée en vigueur

22 mai 2020

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux en vigueur

Cette personne morale n'a aucun nom commercial actif enregistré en vertu de la Loi sur les noms commerciaux de l'Ontario.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1^{er} avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux expirés ou révoqués

Les noms commerciaux actifs enregistrés de cette personne morale en vertu de la Loi sur les noms commerciaux de l'Ontario sont expirés ou annulés.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Liste de documents

Nom du dépôt

BCA - Statuts constitutifs

Date d'entrée en vigueur

22 mai 2020

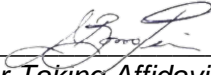
Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

This is Exhibit "E" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

January 27, 2017

Mizrahi (128 Hazelton) Inc.
126 Hazelton Avenue
Toronto, Ontario
M5R 2E5

C/o Murray & Company Limited
40 University Avenue — Suite 502
Toronto, ON MSJ 1S3
Attn: Jeff Cox

Attn: Mr. Sam Mizrahi

We are pleased to advise you that DUCA Financial Services Credit Union Ltd. (the “**Lender**”) has approved certain credit facilities in favour of Mizrahi (128 Hazelton) Inc. (the “**Borrower**”) for the 9 storey, 20 unit condominium development (it being understood that some units may be combined) with approximately 2,003 square feet of ground floor and approximately 2000 square feet of second floor commercial/retail space (the “**Retail Space**”) and 3 levels of underground parking (the “**Project**”) to be constructed at 126-128 Hazelton Avenue, Toronto, Ontario (the “**Property**”) upon the terms and conditions described in this commitment letter (the “**Commitment**”). Upon execution by the Lender, the Borrower, Constantine Enterprises Inc. and Mizrahi Developments Inc. (collectively, the “**Corporate Guarantors**”) and Sam Mizrahi (the “**Personal Guarantor**” and together with the Corporate Guarantors hereinafter collectively referred to as the “**Guarantors**”), the Commitment will constitute an agreement which shall bind the Borrower, the Guarantors and the Lender.

CREDIT FACILITIES

The Lender establishes the following credit facilities in favour of the Borrower:

- (1) \$33,460,000 (the “**Construction Facility Commitment**”) demand non-revolving facility (the “**Construction Facility**”);
- (2) \$500,000 demand revolving swingline facility that is a sub-facility of the Construction Facility (the “**Swingline Facility**”); and
- (3) \$500,000 (the “**LC Facility Amount**”) demand non-revolving letter of credit facility (the “**LC Facility**”).

Notwithstanding compliance with the covenants and all the terms and conditions of this Commitment, the Credit Facilities are repayable **ON DEMAND**.

PURPOSE

Loans made and Letters of Credit issued under the Credit Facilities will only be used for the following respective purposes:

- (1) Construction Facility - to finance the Construction including payment of development charges, soft costs and contingencies as per the Sources and Uses of Funds set out herein. For greater certainty, the parties acknowledge that a portion of the first Advance shall be used to return equity invested to date in the Project in excess of the Minimum Required Equity to the Borrower as determined by the Project Monitor;
- (2) Swingline Facility - to temporarily finance the Construction in between Advances under the Construction Facility; and
- (3) LC Facility - to provide Letters of Credit to Governmental Authorities or for other obligations of the Borrower relating to the Construction as provided for in the Project Budget.

SOURCES AND USES OF FUNDS

SOURCES of FUNDS	\$	%	USES of FUNDS	\$	%
Equity	12,785,000	21.7%	Land	15,653,717	26.6%
Construction Loan	33,460,000	56.9%	Hard Costs	27,152,881	46.2%
Purchaser Deposits	11,230,000	19.1%	Soft Costs	14,250,039	24.2%
Deferred Costs	1,325,000	2.3%	Hard Cost Contingency	1,157,837	2.0%
Rounding			Soft Cost Contingency	585,526	1.0%
TOTAL SOURCES	58,800,000	100%	TOTAL USES	58,800,000	100%

CLOSING DATE

The date of the first Advance which shall be no later than April 30, 2017 (the "Closing Date").

MATURITY DATE

The Credit Facilities shall mature and any outstanding balance shall become due and payable in full on the earlier of (1) December 31, 2019, subject to an extension for a period of 6 months which may be offered by the Lender in its sole and unfettered discretion which offer shall be conditional upon, among other things at the sole and unfettered discretion of the Lender, there being no Default, the Lender having received evidence that the maturity date of the Constantine Charge is extended by 6 months (such that it is at least two weeks beyond the extended maturity date of the Credit Facilities) and upon payment by the Borrower of the Extension Fee; and (2) the date on which the Lender demands repayment of the Credit Facilities.

BORROWING OPTIONS

Prime Rate Loans and Letters of Credit.

INTEREST RATE AND PAYMENTS

Construction Facility and Swingline Facility

Interest on each Prime Rate Loan shall be at a rate per annum equal to the Prime Rate plus 2% per annum, calculated monthly in arrears, and due and payable on the 1st day of each month, both before and after maturity, default, demand and judgment. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days. Interest will accrue from the date of disbursement of Advance monies to the Lender's solicitors. Interest shall be computed daily on overdue interest at the Interest Rate applicable to Prime Rate Loans, both before and after maturity, default, demand and judgment until paid and shall be due and payable by the Borrower to the Lender on demand. If such overdue interest and compound interest are not paid within one month from the time of default, a rest will be made and compound interest at the Interest Rate applicable to Prime Rate Loans will be payable on the aggregate amount then due, both before and after maturity, default, demand and judgment, and so on from time to time until paid. All compound interest shall be added to the Loan and secured by the Security.

LC Facility

The Borrower shall pay a fee of 2% (provided that such fee shall in no event be less than \$500) of each Letter of Credit issued and subsequently upon each anniversary of the issuance thereof. The Letter of Credit rates are subject to change based on the Lender's pricing schedule in effect from time to time. If the Borrower wishes to request a Letter of Credit, the following provisions shall apply thereto:

- (1) The Borrower will execute and deliver to the Lender such usual documentation relating to the issuance and administration of Letters of Credit as may be required by the Lender including, without limitation, an indemnity agreement. In the event of any inconsistency between the terms of such documentation and this Commitment, the terms of this Commitment will prevail.
- (2) Each Letter of Credit issued by the Lender will be in a form and on such terms as determined by the Lender in its sole and unfettered discretion.
- (3) Unless otherwise agreed by the Lender, no Letter of Credit may be issued for a period in excess of one year and, provided the Borrower is not in Default, will automatically renew for a further one year period on the maturity date thereof.
- (4) If, at any time, a demand for payment (the amount so demanded being herein referred to as a "relevant amount") is made under any Letter of Credit:
 - (a) the Lender will promptly notify the Borrower of such demand;
 - (b) at or before 11:00 a.m. (Toronto time) on the date the relevant amount becomes payable, the Borrower shall pay to the Lender an amount in same day funds equal to the amount to be paid, together with all charges and expenses incurred by the Lender in connection with payment under the Letter of Credit; and
 - (c) the Lender will pay the relevant amount to the Person entitled thereto on the date

upon which the relevant amount becomes payable under the Letter of Credit or as soon as possible thereafter.

- (5) If the Borrower fails to make payment pursuant to Subsection (4)(b), the Borrower will pay interest to the Lender on such amount commencing on such date until paid at the Interest Rate applicable to Prime Rate Loans.
- (6) The Borrower hereby undertakes to indemnify and hold harmless the Lender from time to time on demand by the Lender from and against all liabilities and costs (including any costs incurred in funding any amount that falls due from the Lender under any Letter of Credit hereunder) to the extent that such liabilities or costs are not satisfied or compensated by the payment of interest on sums due pursuant to this Commitment in connection with any Letter of Credit.
- (7) The Lender will at all times be entitled, and is irrevocably authorized by the Borrower, to make any payment under a Letter of Credit for which a request or demand has been made in the required form without any further reference to the Borrower and any investigation or enquiry, need not concern itself with the propriety or validity of any claim made or purported to be made under the terms of such Letter of Credit (except as to compliance with the payment conditions of such Letter of Credit) and will be entitled to assume that any Person expressed in such Letter of Credit as being entitled to make demand or receive payments thereunder is so entitled. Accordingly, so long as a request or demand has been made as aforementioned, it will not be a defence to any demand made of the Borrower hereunder, nor will the obligations of the Borrower hereunder be impaired by the fact (if it be the case) that the Lender was or might have been justified in refusing payment, in whole or in part, of the amounts so claimed.
- (8) A certificate of the Lender as to the amounts paid by it pursuant hereto or the amount paid under any Letter of Credit will, in the absence of manifest error, be *prima facie* evidence of the existence and amount of such payment in any legal action or proceeding arising out of or in connection herewith.
- (9) If any Letter of Credit is outstanding on the maturity date of the Credit Facilities, the Borrower will forthwith pay to the Lender an amount (the “**deposit amount**”) equal to the undrawn face amount of the outstanding Letter of Credit, which deposit amount will be held by the Lender in an interest bearing deposit instrument for application against the indebtedness owing by the Borrower to the Lender in respect of any draw on the outstanding Letter of Credit. In the event that the Lender is not called upon to make full payment on the outstanding Letter of Credit prior to its expiry date, the deposit amount (together with interest thereon, if any), or any part thereof that has not been paid out, will, so long as no Default then exists, be returned to the Borrower on the expiry date of the Letter of Credit.
- (10) The obligations of the Borrower with respect to Letters of Credit will be unconditional and irrevocable, and must be paid or performed strictly in accordance with the terms of this Commitment under any and all circumstances whatsoever.

At the option of the Lender, either the *Uniform Customs and Practice* for documentary credits or *International Standby Practices*, each published by the International Chamber of Commerce, current on the issue of each Letter of Credit will be binding on the Borrower and the Lender with

respect to each such Letter of Credit. The Borrower assumes all risks of the acts or omissions of the beneficiary of each Letter of Credit with respect thereto. The determination as to whether the required documents are presented prior to the expiration of a Letter of Credit and whether such other documents are in proper and sufficient form for compliance with a Letter of Credit will be made by the Lender in its sole discretion, which determination will be conclusive and binding upon the Borrower absent manifest error. It is agreed that the Lender may honour, as complying with the terms of a Letter of Credit and this Commitment, any documents otherwise in order and signed or issued by the beneficiary thereof. Any action, inaction or omission on the part of the Lender under or in connection with any Letter of Credit or any related instrument or document, if in good faith and in conformity with such laws, regulations or commercial or banking customs as the Lender may reasonably deem to be applicable, will be binding upon the Borrower, and will not affect, impair or prevent the vesting of any of the Lender's rights or powers hereunder or the Borrower's obligation to make full reimbursement of amounts drawn under the Letter of Credit.

REPAYMENTS AND PARTIAL DISCHARGES

Mandatory Repayment

- (1) Provided that the Borrower is in full compliance with the terms of the Loan Documents, the Borrower shall be entitled to a partial discharge of the Security as it relates to the sale of applicable Units (and the corresponding parking, locker, communication units, sign units and common areas of the Project), upon payment to the Lender of the Net Sale Proceeds where a Unit is sold pursuant to the terms of a Sales Agreement, for application in accordance with Subsection (3) below.
- (2) Any payments received by the Lender pursuant to Subsection (1) above shall be applied towards repayment of the Loans outstanding under the Credit Facilities (with such repayments to be allocated first to the Swingline Facility, then to the Construction Facility and then to the LC Facility as cash collateral) and any such repayments shall result in a corresponding permanent reduction in the Construction Facility Commitment.
- (3) The Lender shall execute such releases or postponements of the Security in respect of any Unit or other component for which a partial discharge or postponement is sought pursuant to Subsections (1) or (2) above in form and substance as the Borrower may reasonably require and shall deliver the same to the Borrower's solicitors in escrow for delivery or release upon delivery to the Lender of the amount described in Subsections (1) or (2) above, as applicable.
- (4) Notwithstanding the foregoing, in the event the Borrower obtains take out mortgage financing on the Retail Space, partial discharges will be provided subject to receipt of the lesser of: (a) 100% of the take out mortgage proceeds; and (b) 65% of the proforma value of the Retail Space being \$2,003,000, to be applied on account of the Credit Facilities as set out in (1) above.

Voluntary Prepayments and Reductions

The Borrower may from time to time prepay Loans outstanding under the Construction Facility in whole or in part, without penalty. Upon such prepayment, the Construction Facility Commitment shall be correspondingly permanently reduced by the amount of such prepayment.

Letters of Credit

If the Borrower, by reason of any repayment hereunder, whether mandatory or voluntary, wishes to discharge its obligation to the Lender in respect of outstanding Letters of Credit, the Borrower will deposit cash with the Lender equal to the face amount of such Letters of Credit, and the Borrower shall have entered into such documentation as the Lender may reasonably require in respect thereof (which documentation shall constitute Loan Documents).

AVAILABILITY

The Construction Facility is available by way of a Prime Rate Loan with requests for Advances to be no more frequently than monthly and for amounts greater than \$300,000. The Construction Facility is made available at the sole discretion of the Lender for the purpose of the Construction of the Units and for no other purpose without the prior written consent of the Lender. The Lender may cancel or restrict the availability of any unutilized portion of the Construction Facility at any time and from time to time. The Swingline Facility is available by way of overdrafts on the Borrower's account with the Lender as a Prime Rate Loan. Total direct usage under the Construction Facility and the Swingline Facility shall not exceed the Construction Facility Commitment. The LC Facility is available for the issuance of Letters of Credit.

The Lender will engage a Project Monitor to review the Plans and Specifications, approvals, permits, environmental reports, geotechnical reports, survey, contracts, the agreements of purchase and sale and all other material agreements pertinent to the development of the Project. The Project Monitor will provide a detailed Project Budget to be approved by the Lender not exceeding \$58,800,000 which shall contain Deferred Costs not exceeding \$1,325,000 and otherwise in accordance with the Sources and Uses of Funds hereinbefore set out unless otherwise approved by the Lender. The cost of the Project Monitor shall be borne by the Borrower.

The Construction Facility will be funded by Advances to pay Project Costs. Advances will be made as recommended by the Project Monitor and approved by the Lender, on the basis of the Project Monitor verifying Costs-in-Place less Minimum Required Equity, accounts payable that will not be paid from the requested Advance, Interim Revenue received and utilized to fund Project Costs, Purchaser Deposits released to the Borrower and utilized to fund Project Costs, Cost Overruns and Holdbacks in accordance with the Construction Lien Act (the "**Costs-in-Place Margin**") subject to the unadvanced amount of the Construction Facility, Undistributed Purchaser Deposits, Deferred Costs and remaining Offsetting Income less Holdbacks and unpaid payables being equal to the Cost-to-Complete.

Holdbacks will be retained by the Lender in accordance with the Construction Lien Act. Release of Holdbacks will be made in accordance with the Construction Lien Act and the final release shall be approved by Lender's legal counsel. All Cost Overruns must be funded by the Borrower from its own cash resources derived from outside the Project. Any construction liens must be fully discharged by the Borrower from its own cash resources derived from outside the Project prior to any further Advances. All Advances will be subject to an acceptable subsearch performed by the Lender's legal counsel.

SECURITY

As general and continuing security for the payment and performance of the Obligations, the following security will be granted to the Lender in form and with content satisfactory to the Lender

and its solicitors:

- (1) the Charge in the principal amount of \$35,000,000;
- (2) a general security agreement given by the Borrower to the Lender providing a first priority security interest over all the present and future assets, property and undertaking of the Borrower (other than Purchaser Deposits, in which case the security interest created by the general security agreement shall form a second priority interest thereon, subject only to any security interest in favour of DBC) including purchase and sale agreements, plans, contracts, drawings, agreements, permits, approvals, equipment, receivables, inventory and intellectual property;
- (3) an assignment of the Borrower's insurance policies;
- (4) a general assignment of the Leases and rents, revenues and profits payable thereunder made by the Borrower in favour of the Lender;
- (5) a general assignment of accounts made by the Borrower in favour of the Lender;
- (6) an assignment of the Material Project Agreements by the Borrower in favour of the Lender acknowledged by the counterparties as required by the Lender;
- (7) a specific assignment of the Construction Management Agreement made by the Borrower in favour of the Lender with a form of Construction Manager acknowledgement and consent attached;
- (8) an assignment in favour of the Lender made by the Borrower of its rights under the Sales Agreements, as may be amended, modified or restated from time to time, together with the Purchaser Deposits (subject, in the case of the Purchaser Deposits only, to any prior security interest of DBC);
- (9) a cash collateral agreement executed by the Borrower pledging term deposits and /or guaranteed investment certificates if and when required by this Commitment to cash collateralize Letters of Credit;
- (10) an indemnification agreement from the Borrower in favour of the Lender in respect of any Letters of Credit issued;
- (11) a joint and several debt service, cost overrun and completion undertaking and guarantee made by the Borrower and Guarantors in favour of the Lender;
- (12) an irrevocable direction by the Borrower to its solicitors (acknowledged by such solicitors) to forward: (a) all Purchaser Deposits released by DBC; and (b) all Net Closing Proceeds to the Lender for, in the case of (a) for deposit to the Borrower's account with the Lender for use in payment of Project Costs, and (b) repayment of the Loans as hereinbefore set out it being understood that such solicitors shall have no obligation to ensure the payment of Project Costs;
- (13) as may be required by the Lender, an assignment of the Construction Contracts given by the Borrower to the Lender with a form of Contractor acknowledgement and consent

attached as required by the Lender which acknowledgement and consent may only be required by the Lender for contracts exceeding \$500,000 in value;

- (14) the unconditional joint and several guarantee and postponement of claim by the Guarantors of all Obligations owing by the Borrower to the Lender; this guarantee and postponement of claim is in addition to the Guarantors' obligations under the environmental indemnity and debt service, cost overrun and completion undertaking and guarantee;
- (15) a joint and several environmental indemnity to be provided by the Borrower and Guarantors in favour of the Lender;
- (16) a negative covenant from the Borrower, Guarantors and shareholders confirming that they will not withdraw equity from the Project until the Loan is repaid in full;
- (17) standstills, subordinations, postponements and assignments of claim from any shareholder or stakeholder of the Borrower who is not a Guarantor and any other Person the Lender may designate, acting reasonably;
- (18) a standstill, subordination, postponement and assignment agreement from Constantine Enterprises Inc. in connection with its charge secured by the Project on terms and conditions satisfactory to the Lender including there being no payments of principal or interest during the term of the Credit Facilities (for greater certainty, such amounts shall not be funded from the Credit Facilities);
- (19) the DBC Priority Agreement;
- (20) a beneficial ownership agreement, if applicable;
- (21) a specific estoppel, assignment and subordination of any leases, if applicable; and
- (22) such other security as the Lender or its solicitors require, which is contemplated by this Commitment or which security more fully gives effect to the security contemplated by this Commitment.

Condominium Documents

Provided that the Borrower is fully in compliance with the terms of the Loan Documents, the Lender agrees, from time to time upon the request and at the expense of the Borrower, to execute and deliver a consent to the Borrower registering the Declaration pursuant to the Condominium Act, provided that all Condominium Documents are provided to and found in all respects satisfactory to the Lender and its solicitors and provided further that, upon the request of the Lender (which the Lender shall only make if it, in its sole discretion but in good faith, believes that the occurrence of a Material Adverse Change is imminent or reasonably likely to occur) the Borrower shall deliver to the Lender a further charge of the Project (in substantially the same form as the Charge) with respect to all Units and the pro-rata share of common elements (the "**Replacement Charge**"), which charge shall be registered after the date of registration of the Declaration on title to the Property.

Trustee/Beneficial Owner

If the Borrower holds the Property as nominee and bare trustee for the sole use, benefit and advantage of another person (the “**Beneficial Owner**”), the Borrower and Beneficial Owner shall grant to the Lender a trustee and beneficial owner agreement (in form and content satisfactory to the Lender and its solicitors) prior to the initial Advance, and all the covenants, agreements, rights, obligations, representations, warranties and other provisions set out in this Commitment relating to the Borrower shall apply, *mutatis mutandis*, to the Beneficial Owner.

CONDITIONS PRECEDENT TO FIRST ADVANCE

The obligation of the Lender to make the first Advance hereunder is subject to and conditional upon the prior satisfaction of the following conditions precedent:

- (1) The Lender will have received a request for the Advance at least five Business Days prior to the proposed Advance date; Advance requests shall be no more frequently than monthly and for amounts greater than \$300,000;
- (2) The Borrower shall be fully in compliance with all the terms and conditions of the Loan Documents;
- (3) A Material Adverse Change will not have occurred and be existing or, in the reasonable opinion of the Lender, be threatened or pending;
- (4) The Lender will have received a policy of title insurance satisfactory to the Lender;
- (5) All corporate documentation requested by the Lender and its solicitors will have been received;
- (6) The Project Monitor shall have been engaged to act on behalf of the Lender throughout the duration of the Credit Facilities at the Borrower’s expense;
- (7) The Lender will have completed its due diligence with respect to the Borrower, Guarantors and Project, and will have received all financial, corporate and other information requested by the Lender including receipt and satisfactory review of:
 - (a) the personal net worth statement of the Personal Guarantor together with supporting documents;
 - (b) review engagement financial statements of the Borrower and the Corporate Guarantors prepared by acceptable independent chartered accountants for the last two years;
 - (c) corporate tax returns of the Borrower and the Corporate Guarantors and personal tax returns for the Personal Guarantor for the last two years together with notices of assessment confirming all Taxes are paid up-to-date;
 - (d) all Material Project Agreements;
 - (e) the Construction Management Agreement;

- (f) the Partnership Agreement;
- (g) a legal opinion in respect of the action commenced by Khashayar Khavari and Mohammad Mahdi Tajbekhsh, as plaintiffs, against the Personal Guarantor, Michael Renee Mizrahi, Ziba Mizarhi et al., as defendants;
- (h) mortgage discharge statements from all prior lenders other than the Constantine Charge;
- (i) all Sales Agreements in digital format together with pre-approved mortgage commitments or evidence supporting purchaser's financial ability to close;
- (j) the agreements of purchase and sale for the Property together with any amendments and related documentation;
- (k) Sales Agreements, if any;
- (l) all Leases, if any;
- (m) current schedule of pre-sales, including purchaser name, current address, unit number of the Unit being acquired, square footage of the Unit, asking price, sale price, deposit status (including location of deposits, amount paid to date and amount and timing of deposits yet to be paid) closing date and any special conditions;
- (n) true copies of agreements of purchase and sale for the Property and access to originals at the Project office;
- (o) the most recent realty Taxes bill and evidence of payment thereof and that all realty Taxes levied against the Property are current;
- (p) an Appraisal with respect to the Property indicating an "as is" value of not less than \$13,050,000 in respect of the Project lands and an "as completed" value of not less than \$67,900,000 inclusive of the retail component of the Project confirming a fair market value on an "as completed" basis of \$2,003,000 which must be addressed to the Lender or accompanied by a transmittal/reliance letter from the Appraiser;
- (q) environmental and soil test reports on the Property addressed to and satisfactory to the Lender in its sole discretion;
- (r) a satisfactory report from the Project Monitor containing:
 - (A) confirmation that it has reviewed and is satisfied with the Project Budget being no greater than \$58,800,000 excluding HST costs (including confirmation of Deferred Costs of \$1,325,000), Plans and Specifications and Construction Schedule and that the Project can be completed in accordance with the same;
 - (B) confirmation that the mortgage in favour of Constantine Enterprises Inc. is

- in place on terms satisfactory to the Lender;
- (C) a projected cash flow estimate for the Construction;
 - (D) verification of the reputation, qualification and capabilities of all major trades and containing its recommendation with respect to the requirement for any Performance and Payment Bonds for major trades and suppliers (and where same have been required by the Lender, confirming the same are in form and content acceptable to the Project Monitor);
 - (E) confirmation that all necessary zoning and development approvals, including all necessary Permits, have been obtained or will be issued as required pertaining to each stage of Construction (being first, up to excavation level; second, up to foundation stage; and third, superstructure);
 - (F) the site plan control agreement for the Project;
 - (G) confirmation of the Project Budget of not more than \$58,800,000 (including the Land Value of \$13,050,000);
 - (H) confirmation that a minimum of 50% of the total estimated hard costs have been contractually committed with confirmation to follow within (i) 60 days of the first Advance that a minimum of 60% and (ii) 120 days of the first Advance that a minimum of 75% of the total estimated hard costs have been contractually committed. Provided that notwithstanding the foregoing, major contracts such as concrete forming, HVAC, plumbing, electrical and windows are to have contracts in place (with the exception of drywall contract(s)) prior to the first Advance;
 - (I) confirmation of the amount of Costs-in-Place including Land Value, Hard Costs and Soft Costs incurred on the Project to date on a line by line basis and identifying whether such costs have been incurred in accordance with the Project Budget or are Cost Overruns;
 - (J) confirmation of Cost-to-Complete and Holdbacks;
 - (K) confirmation that the Project Equity is no less than the Minimum Required Equity;
 - (L) confirmation that any Cost Overruns that have been incurred on the Project have been funded in their entirety by the Borrower and/or Guarantors from their own cash resources derived from outside the Project;
 - (M) confirmation that the Borrower has made all required Holdbacks with respect to the Construction completed to date in compliance with the Construction Lien Act; and
 - (N) recommendation of the requested Advance amount based on the Project Monitor's verification of the Costs-in-Place Margin subject to the unadvanced amount of the Construction Facility, Undistributed Purchaser

Deposits, Deferred Costs, Offsetting Income less Holdbacks and unpaid payables being equal to the Cost-to-Complete;

- (O) a certificate from a senior officer of the Borrower:
 - (i) certifying the amount of Costs-in-Place incurred on the Project to date, the Cost-to-Complete and Holdbacks on a line by line basis;
 - (ii) certifying the payments that have been made or will be made from the proceeds of the first Advance and, where required by the Project Monitor, attaching copies of all invoices in excess of \$100,000 that will be paid from the proceeds of the first Advance;
 - (iii) certifying that any Cost Overruns that have been incurred on the Project have been funded by the Borrower and/or Guarantors from their cash resources derived from outside the Project;
 - (iv) certifying that the Borrower has made all required Holdbacks with respect to the work completed to date in accordance with the Construction Lien Act;
 - (v) certifying the amount of Project Equity, which must be no less than the Minimum Required Equity; and
 - (vi) certifying as to such other information and accompanied by such back-up material, as the Lender or Project Monitor may reasonably request from time to time;
- (P) certificates signed by the relevant Consultant certifying:
 - (i) that all Construction to date has been completed in all material respects in accordance with the Plans and Specifications; and
 - (ii) such other matters as may be reasonably required by the Project Monitor (and in respect of which the Consultant is qualified to certify);
- (Q) except where the Lender will be an addressee of the relevant reports, an acknowledgement from the Consultant which will be providing certificates of substantial performance in respect of any portion of Construction for the purposes of the Construction Lien Act, that the Lender and Project Monitor will be relying on the reports and certificates provided by the Consultant and that they are entitled to do so;
- (R) Performance and Payment Bonds, if any, required by the Lender with the recommendation of the Project Monitor;
- (S) a draft plan prepared by the Borrower's architect, engineer or surveyor setting forth the boundaries, area and dimensions of the Property, the location of any encroachments, easements or rights of way and the proposed

location of any improvements to the Property;

- (T) evidence satisfactory to the Lender that the Borrower's insurance is satisfactory and complies with this Commitment and in respect of which an independent insurance consultant retained by the Lender shall have provided a written report to the Lender confirming the same;
- (U) all existing or draft Condominium Documents, which shall include the Disclosure Statement;
- (V) the Standard Form Sales Agreement;
- (W) verification of the schedule of pre-sales, including purchaser name, current address, unit number of the Unit being acquired, square footage of the Unit, asking price, sale price, deposit status (including location of deposits, amount paid to date and amount and timing of deposits yet to be paid), closing date and any special conditions;
- (X) all existing Sales Agreements in digital form;
- (Y) confirmation that the Borrower has entered into Eligible Pre-Sales and up to a maximum of five pre-sales to non-Arm's Length purchasers:
 - (i) providing for aggregate Gross Sale Proceeds of not less than \$49,780,000;
 - (ii) where a minimum of 25% of each Unit price in Purchaser Deposits has been contracted for with 10% on hand, a further 10% to be received prior to occupancy and 5% on occupancy for an aggregate of not less than \$11,230,000 to be utilized in the Project;
 - (iii) all Eligible Pre-Sales must provide evidence of mortgage pre-approval or demonstrate financial ability to close;
 - (iv) where no lease-backs or cash flow guarantees are permitted;
 - (v) where minimum total deposits received shall be \$6,200,000; and
 - (vi) any foreign purchases or non-arm's length transactions are to have a minimum 35% contractual deposit with 10% received prior to the first Advance, 20% received prior to occupancy and a further 5% received on occupancy;

provided that any shortfall in these pre-sales requirements may be met by the Borrower injecting additional cash equity on a 1:1 basis which will be released when the pre-sales requirements are met.

- (Z) copies of current Plans and Specifications including, without limitation, floor plans and any current market survey materials relating to the Project;

- (AA) the deposit trust agreement with DBC relating to all Purchaser Deposits together with (i) a schedule indicating Purchaser Deposits held to date (ii) a copy of the escrow account holding such deposits and (iii) DBC's written confirmation that the Purchaser Deposits will be released on terms and conditions satisfactory to the Lender with the total insured Purchaser Deposits released to be not less than \$11,230,000 in the aggregate to be held at an account with the Lender;
- (BB) the DBC Agreements and DBC Mortgage;
- (CC) the Tarion bond with respect to Purchaser Deposits and evidence that the Project is registered with Tarion and is in good standing;
- (DD) the Construction Management Agreement for the Project;
- (EE) all subdivision, servicing, development, site plan and similar agreements with Governmental Authorities that are required in order to ensure the completion or delivery of possession of the Project;
- (FF) any other documents related to the Project that the Lender or Project Monitor deems necessary, including pro forma offer to purchase documentation, purchaser directed upgrades, Permits and development, regulatory and zoning approvals; and
- (GG) evidence that the Material Project Agreements relating to the Construction of the Project and the grant of necessary rights (including crane swing and shoring) by adjacent property owners, to the extent necessary, have been executed by all counterparties thereto;

and the results of such due diligence will be satisfactory to the Lender in its sole discretion;

- (8) the Lender will have received certified copies of all shareholder approvals and true copies of all regulatory governmental and other approvals, if any, required in order for the Borrower to enter into this Commitment and to perform its obligations hereunder;
- (9) the discharge of any existing mortgages and all other releases, discharges and postponements that are required in the discretion of the Lender (in registrable form where necessary) with respect to all Encumbrances affecting the collateral Encumbered by the Security that are not Permitted Encumbrances, if any, will have been delivered to the Lender;
- (10) the Lender will have received the payment of all fees and expenses (including the fees and disbursements of the Lender's solicitors) payable to the Lender that are due and payable at such time;
- (11) duly executed copies of the Loan Documents and deliveries in connection therewith (including the DBC Priority Agreement) will have been delivered to the Lender and all such Loan Documents will have been duly registered, filed and recorded in all relevant jurisdictions where required by Applicable Law or where the Lender considers it necessary, in its sole discretion, to do so;

- (12) a currently dated letter of opinion of the Borrower's and the Guarantors' solicitors as to such matters and in such form as the Lender's solicitors may reasonably require, including with respect to usual corporate matters and enforceability and the enforceability of the Sales Agreements, addressed to the Lender and its solicitors will have been delivered to the Lender;
- (13) the Lender shall have received a title opinion from its solicitors dated the date of the first Advance and confirming that based on title insurance (a) the Borrower has good and marketable title to the Project, subject only to Permitted Encumbrances, and (b) the Charge constitutes a good and valid first charge on the Property, subject only to Permitted Encumbrances;
- (14) the Borrower shall have opened an account with the Lender and deposited the sum of \$1.00 into a membership share account and a one-time commercial account opening fee of \$30.00 shall have been paid, into which all Advances and Project revenues (including, without limitation, all DBC releases) will be deposited and from which all Project Costs will be paid;
- (15) the Lender shall be satisfied that all Purchaser Deposits and Retail Deposits have been deposited in a designated trust account maintained at the Lender's head office located at 5290 Yonge Street, Toronto, Ontario M2N 5P9;
- (16) the Lender will have received identity certificates with respect to the Borrower and Guarantors in the form required by the Lender;
- (17) the Lender will have received all required identification and other due diligence materials required with respect to the Borrower to allow the Lender to comply with its obligations under all applicable anti-money laundering and anti-terrorism laws and regulations to which the Lender may be subject, including AMLA;
- (18) the Lender shall have received all other reports and deliveries required hereunder for the period prior to the date of the first Advance;
- (19) such first Advance must have occurred no later than April 30, 2017;
- (20) the Lender shall have received evidence that the maturity date of the Constantine Charge is at least two weeks later than the maturity date of the Credit Facilities;
- (21) the Lender shall have successfully syndicated the Construction Facility. In the event that the Lender has not satisfied or waived this condition on or before 5:00pm on March 1, 2017, the Borrower shall have the option to terminate this commitment until 5:00pm on March 7, 2017. In the case of such termination, the Borrower and the Lender shall have no further obligation to one another.

and further provided that all documents delivered pursuant to the foregoing provisions hereof must be in full force and effect, and in form and substance satisfactory to the Lender and its solicitors.

CONDITIONS PRECEDENT TO ALL ADVANCES

The obligation of the Lender to make any Advance hereunder by way of a Loan or issuance of a Letter of Credit is subject to and conditional upon the prior satisfaction of the following additional conditions precedent:

- (1) the Lender shall have received a request for Advance at least five Business Days prior to the proposed Advance date;
- (2) the representations and warranties set out in the Loan Documents will continue to be true and correct as if made on and as of the Advance date;
- (3) the Borrower shall be fully in compliance with all the terms and conditions of the Loan Documents;
- (4) a Material Adverse Change will not have occurred and be existing;
- (5) the Lender shall not have received notice of the existence of any claim for lien made under the Construction Lien Act and shall have been provided evidence satisfactory to the Lender that there are no such claims. To the extent there are any claims for lien, such liens must be discharged in their entirety by the Borrower and/or Guarantors from their cash resources derived from outside the Project;
- (6) the Borrower must have delivered to the Lender all reporting required hereunder;
- (7) the Lender shall have received confirmation from its solicitors based on a subsearch of title conducted on the Advance date confirming that no Encumbrances have been registered on title to the Property since the date of the prior Advance other than Permitted Encumbrances;
- (8) the Lender shall have received evidence that all Permits necessary for Construction which relate to (a) Construction in respect of which the Advance is being made, and (b) all prior Construction, are in place at the time of the Advance;
- (9) if any new Material Project Agreements have been entered into since the previous Advance, notice of such agreements shall have been given to the Lender and, if required by the Lender, specific assignments of such agreement shall be delivered to it;
- (10) the Lender shall have received copies of all new Sales Agreements and Leases entered into since the previous Advance and an updated schedule of pre-sales, including purchaser name, current address, Unit number being acquired, square footage of the Unit, asking price, sale price, deposit status (including location of deposits, amounts paid to date and amounts and timing of deposits yet to be paid, portion of deposits relating to purchaser upgrades), closing date and any special conditions;
- (11) the Lender shall have received a satisfactory report from the Project Monitor:
 - (a) confirming that the Project can be completed in accordance with the Project Budget, Plans and Specifications and Construction Schedule;

- (b) containing the updated schedule of pre-sales per paragraph (10) above with copies of any new Sales Agreement since the prior Advance report;
- (c) containing an updated projected cash flow estimate for the Construction where any event has caused the previously delivered estimate to have been revised in any material manner;
- (d) confirming that all necessary zoning and development approvals, including all necessary Permits, have been obtained or will be issued as required pertaining to each stage of Construction;
- (e) verifying the reputation of any new major trades and containing its recommendation with respect to the requirement for any Performance and Payment Bonds to be required by the Lender in consultation with the Project Monitor for major trades and suppliers (and where the same have been required by the Lender, confirming the same are in form and content acceptable to the Project Monitor);
- (f) verifying that all previous Advances have been applied towards the payment of Project Costs;
- (g) recommending the requested Advance amount based on the Project Monitor's verification of the Costs-in-Place Margin subject to the unadvanced amount of the Construction Facility, Undistributed Purchaser Deposits, Deferred Costs and Offsetting Income less Holdback and unpaid payables being equal to the Cost-to-Complete;
- (h) confirming that any Cost Overruns that have been incurred on the Project have been funded in their entirety by the Borrower and/or Guarantors from their cash resources derived from outside the Project;
- (i) confirming that the Borrower has made all required Holdbacks with respect to the Construction completed to date in accordance with the Construction Lien Act;
- (j) where the underlying conditions have been satisfied, the Certificate of Total Completion;
- (k) containing a certificate from a senior officer of the Borrower:
 - (A) certifying the amount of Costs-in-Place incurred on the Project to date, the Cost-to-Complete and Holdbacks on a line by line basis;
 - (B) certifying the payments that have been made or will be made from the proceeds of the Advance and, where required by Project Monitor, attaching copies of all invoices in excess of \$100,000 that will be paid from the proceeds of the Advance;
 - (C) certifying that all accounts payable that were to have been paid from prior Advances have been paid;
 - (D) certifying that any Cost Overruns that have been incurred on the Project

have been funded in their entirety by the Borrower and/or Guarantors from their own cash resources derived from outside the Project;

- (E) certifying compliance with (i) the Construction Lien Act, including that the Borrower has made all required Holdbacks with respect to the work completed to date; and (ii) applicable legislation relating to Taxes;
 - (F) certifying the amount of Project Equity, which must be no less than (i) the Minimum Required Equity plus (ii) the amount of Interim Revenue received since the prior Advance; and (iii) Cost Overruns funded by the Borrower and/or Guarantors;
 - (G) confirming compliance with the pre-sales requirements set forth herein;
 - (H) certifying the amount of Purchaser Deposits held by DBC and any amount to be released by DBC in conjunction with the Advance;
 - (I) certifying as to such other information and accompanied by such back-up material, as the Lender or Project Monitor may reasonably request from time to time;
 - (J) certifying that the Cost-to-Complete shall not exceed the aggregate of the unadvanced amount of the Construction Facility, Deferred Costs, Undistributed Purchaser Deposits, Offsetting Income, Holdbacks and unpaid payables;
 - (K) certifying that the aggregate principal amount of all Loans under the Construction Facility shall not exceed the lesser of (i) the Construction Facility Commitment; and (ii) the Costs-In-Place Margin;
 - (L) containing the certificates signed by the relevant Consultant (where the architect is unable to provide such certification) certifying that all Construction to date has been completed in all material respects in accordance with the Plans and Specifications, and
 - (M) such other matters as may be reasonably required and in respect of which the Consultant is qualified to certify.
- (l) Performance and Payment Bonds, if any, required by the Lender with the recommendation of the Project Monitor;
 - (m) the Lender will have received payment of all fees payable to the Lender that are due and payable at such time;
 - (n) the Lender shall be satisfied that after giving effect to the Advance:
 - (A) the Cost-to-Complete does not exceed the aggregate of the unadvanced amount of the Construction Facility, Deferred Costs, Undistributed Purchaser Deposits, Offsetting Income, Holdbacks and unpaid payables;

- (B) the aggregate principal amount of all Loans under the Construction Facility shall not exceed the lesser of (i) the Construction Facility Commitment and (ii) the Costs-In-Place Margin;
- (C) the aggregate face amount of all Letters of Credit issued under the LC Facility shall not exceed the LC Facility Amount; and
- (D) the aggregate principal amount of all Loans under the Construction Facility (including outstandings under the Swingline Facility and any remaining unutilized portion thereof) shall not exceed the lesser of (i) the Construction Facility Commitment and (ii) the Costs-In-Place Margin and the aggregate face amount of all Letters of Credit outstanding under the LC Facility shall not exceed the LC Facility Amount;
- (o) within 1 year of the date of the first Advance, the Lender shall be provided with evidence that a satisfactory Record of Site Condition has been filed with the Ministry of the Environment; and
- (p) all other terms and conditions of the Commitment that have not been waived will have been fulfilled;

and provided further that all documents delivered pursuant to the foregoing provisions must be in full force and effect, and in form and substance satisfactory to the Lender and its solicitors.

The conditions precedent to the first Advance and to all Advances hereinbefore described are inserted for the sole benefit of the Lender and may be waived by the Lender, in whole or in part (with or without terms or conditions), in respect of any Advance without prejudicing the right of the Lender at any time to assert such conditions in respect of any subsequent Advance.

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender as follows, and acknowledges and confirms that the Lender is relying upon such representations and warranties:

- (1) Existence and Qualification The Borrower (a) has been duly incorporated, amalgamated or continued, as the case may be, and is validly subsisting as a corporation under the laws of its jurisdiction of incorporation, amalgamation, or continuance, as the case may be; and (b) is duly qualified to carry on business in all jurisdictions in which it carries on its business.
- (2) Power and Authority The Borrower has the power, authority and right (a) to enter into and deliver, and to exercise its rights and perform its obligations under the Loan Documents to which it is a party and all other instruments and agreements delivered by it pursuant to any of the Loan Documents; and (b) to own its property and carry on its business as currently conducted and as currently proposed to be conducted by it. Without limiting the foregoing, the Borrower has all necessary power and authority to own its interest in the Property and to develop and complete the Project and is duly licensed, registered and qualified to carry out such activities.
- (3) Execution, Delivery, Performance and Enforceability of Documents The execution, delivery and performance of each of the Loan Documents to which the Borrower is a party,

and every other instrument or agreement delivered by it pursuant to any Loan Document, has been duly authorized by all actions, if any, required on its part and by its directors, and each of such documents has been duly executed and delivered and constitutes a valid and legally binding obligation of the Borrower enforceable against it in accordance with its terms subject to bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other similar laws of general application limiting the enforcement of creditors' rights generally and to general equitable principles.

- (4) Loan Documents Comply with Applicable Laws and Contractual Obligations Neither the entering into nor the delivery of, and neither the consummation of the transactions contemplated in nor compliance with the terms, conditions and provisions of the Loan Documents by the Borrower conflicts with or will conflict with, or results or will result in any breach of, or constitutes a default under or contravention of any Applicable Laws, or results or will result in the creation or imposition of any Encumbrance other than Permitted Encumbrances except in favour of the Lender upon or against the Project.
- (5) Consents Respecting Loan Documents The Borrower has obtained, made or taken all consents, approvals, authorizations, declarations, registrations, filings, notices and other actions whatsoever required in connection with the execution and delivery by it of each of the Loan Documents to which it is a party and the consummation of the transactions contemplated in the Loan Documents.
- (6) Taxes The Borrower has paid or made adequate provision for the payment of all Taxes levied on it or on the Property or income that are due and payable, including interest and penalties, or has accrued such amounts in its financial statements for the payment of such Taxes, and there is no material action, suit, proceeding, investigation, audit or claim now pending, or to its knowledge threatened, by any Governmental Authority regarding any Taxes that is reasonably likely to cause a Material Adverse Change nor has it agreed to waive or extend any statute of limitations with respect to the payment or collection of Taxes.
- (7) Judgments The Borrower is not subject to any judgment, order, writ, injunction, decree or award, or to any restriction, rule or regulation that has not been stayed or of which enforcement has not been suspended and that individually or in the aggregate constitutes, or is reasonably likely to cause a Material Adverse Change.
- (8) Absence of Litigation There are no actions, suits or proceedings pending or, to the best of the Borrower's knowledge and belief, threatened against or affecting the Borrower that are reasonably likely to cause, either separately or in the aggregate, a Material Adverse Change. The Borrower is not in default with respect to any Applicable Law in a manner or to an extent that could reasonably be expected to cause a Material Adverse Change.
- (9) Title to Property The Borrower is the registered and beneficial owner of the Property with good and marketable title thereto, and any other real and personal property of any nature which is part of the Project, in each case free and clear of all Encumbrances except Permitted Encumbrances, and no Person has any agreement or right to acquire an interest in the Project.
- (10) Compliance with Laws To the best of the knowledge of the Borrower, it is not in default under any Applicable Law where such default could reasonably be expected to cause a

Material Adverse Change. To the best of the knowledge of the Borrower, the Property is in compliance in all material respects with all Applicable Laws. Further, there are no facts known or which ought reasonably to be known, which could give rise to a notice of non-compliance to such extent with any Applicable Law.

(11) **No Default** The Borrower is not in default under any agreement, guarantee, indenture or instrument to which it is a party or by which it is bound, the breach of which could reasonably be expected to cause a Material Adverse Change.

(12) **Environmental Matters**

- (a) The Property is in full compliance in all material respects with all Environmental Law; the Borrower is not aware of, nor has it received notice of any past, present or future condition, event, activity, practice or incident that may interfere with or prevent the compliance or continued compliance of the Project or the Borrower in all respects with all Environmental Law; and the Borrower has obtained all licences, Permits and approvals in connection with the Project that are currently required under all Environmental Law and is in full compliance with the provisions of such licences, Permits and approvals.
- (b) Other than as disclosed in the environmental reports delivered by the Borrower to the Lender pursuant hereto , the Borrower is not aware that any Hazardous Substances exist on, about or within or have been used, generated, stored, transported, disposed of on, or Released from the Property other than in accordance and compliance with all Environmental Law.
- (c) The use that the Borrower has made and intends to make of the Property will not result in the use, generation, storage, transportation, accumulation, disposal, or Release of any Hazardous Substances on, in or from the Property except in accordance and compliance with all Environmental Law.
- (d) There is no action, suit or proceeding or, to its knowledge, any investigation or inquiry, before any Governmental Authority pending or, to its knowledge, threatened against the Borrower relating in any way to any Environmental Law that would or could reasonably be expected to cause a Material Adverse Change.
- (e) The Borrower has not (A) with respect to the Property, incurred any current and outstanding liability for any clean-up or remedial action under any Environmental Law with respect to current or past operations, events, activities, practices or incidents relating thereto; (B) received any outstanding written request for information by any Person under any Environmental Law with respect to the condition, use or operation of the Property; (C) received any outstanding written notice or claim under any Environmental Law with respect to any material violation of or liability under any Environmental Law or relating to the presence of Hazardous Substances on or originating from the Property, that, would or could reasonably be expected to cause a Material Adverse Change; or (D) ever been convicted of an offence or subjected to any judgment, injunction or other proceeding for non-compliance with any Environmental Law with respect to the Property or been fined or otherwise sentenced or settled such prosecution or other proceeding short of conviction for non-compliance with any Environmental Law

with respect to the Property.

- (f) Copies of all material analysis and monitoring data for soil, ground water, surface water and the like and reports pertaining to any environmental assessments/audits, including any inspections, investigations and tests, relating to the Property that were obtained, are in the possession or control of, or were carried out on behalf of the Borrower have been delivered to the Lender.
 - (g) Since acquiring its interest in the Property, the Borrower has maintained all environmental and operating documents and records relating to the Property substantially in the manner and for the time periods required by Environmental Law.
 - (h) The Borrower has not defaulted in reporting to any applicable Governmental Authority in relation to the Property on the happening of an occurrence which it is or was required by any Environmental Law to report.
- (13) Zoning, Uses and Expropriation
- (a) Except as disclosed in writing to the Lender, the Project is zoned to permit the Construction and operation of the Project.
 - (b) The existing and proposed uses of the Project comply in all material respects with all Applicable Law.
 - (c) It has not received notice of any proposed rezoning of all or any part of the Project that would be reasonably likely to cause a Material Adverse Change in respect of the Construction of the Project or otherwise.
 - (d) It has not received notice of any expropriation of all or any part of the Property.
- (14) Insolvency The Borrower (a) has not committed any act of bankruptcy; (b) is not insolvent, or has not proposed or given notice of its intention to propose a compromise or arrangement to its creditors generally; (c) has not made any petition for a receiving order in bankruptcy, made a voluntary assignment in bankruptcy, taken any proceeding with respect to any compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound-up, taken any proceeding to have a receiver appointed of any part of its assets, or had any Encumbrancer take possession of its property; or (d) has not had an execution or distress become enforceable or become levied on any portion of its assets and property.
- (15) Setbacks To the best of the knowledge of the Borrower, the location of any buildings in the Project are or will be, to the extent they have been constructed or will be constructed in accordance with the Plans and Specifications, within the boundary lines of the Project as a whole and are in compliance with all applicable setback requirements.
- (16) Full Disclosure All information provided or to be provided to the Lender in connection with the Credit Facilities is true and correct in all material respects and none of the documentation furnished to the Lender by the Borrower, omits or will omit as of such time, a material fact necessary to make the statements contained therein not misleading in any material way, and all expressions of expectation, intention, belief and opinion contained

therein were honestly made on reasonable grounds after due and careful inquiry by the Borrower and any other Person who furnished such material on its behalf.

- (17) Residency The Borrower is not a non-resident for the purposes of Section 116 of the *Income Tax Act* (Canada).

The representations and warranties set out above survive the execution and delivery of the Loan Documents and will be deemed to be repeated by the Borrower as of each Advance date.

POSITIVE COVENANTS

So long as this Commitment is in force and except as otherwise permitted by the prior written consent of the Lender, the Borrower will:

- (1) Timely Payment Make due and timely payment of the Obligations required to be paid by it hereunder.
- (2) Conduct of Business. Maintenance of Existence. Compliance with Laws Engage in business of the same general type as now conducted by it; carry on and conduct its business and operations in a proper, efficient and businesslike manner in accordance with good business practice; preserve, renew and keep in full force and effect its existence; and take all reasonable action to maintain all rights, privileges and franchises necessary in the normal conduct of its business and to comply in all material respects with all Material Project Agreements, Material Licences and Applicable Law, including the Condominium Act and including the establishment and maintenance of a replacement reserve, where the same is required under the Condominium Act.
- (3) Access to Information Promptly provide the Lender and Project Monitor with all information reasonably requested by any of them from time to time at reasonable intervals in connection with this Commitment concerning its financial condition and the Project (including the Plans and Specifications, the Project Budget, the status of Construction, Material Project Agreements and Material Licences), and during normal business hours and from time to time at reasonable intervals upon reasonable notice, permit representatives of the Lender to inspect the Project and to examine and take extracts from its financial records, including records stored in computer data banks and computer software systems regarding the Project, and to discuss its financial condition with its senior officers and its auditors, the reasonable expense of all of which will be paid by the Borrower.
- (4) Obligations and Taxes Pay or discharge, or cause to be paid or discharged, before the same will become delinquent (a) all Taxes imposed upon it or upon its income or profits or in respect of its business or the Project and file all tax returns in respect thereof; (b) all lawful claims for labour, materials and supplies; (c) all required payments under any of its debt; and (d) all other obligations.
- (5) Use of Credit Facilities Use the proceeds of the Credit Facilities only for the purposes specified herein and not for the benefit of or on behalf of any Person other than the Borrower.
- (6) Construction Insurance From the date hereof until Total Completion of the Project, the Borrower shall maintain or cause to be maintained with insurance companies acceptable to

the Lender on the advice of its insurance consultant:

- (a) all risks builder's risk (including coverage against the perils of earthquake, flood, testing and commissioning Hard and Soft Costs) coverage for the full replacement cost of the Project, excluding land costs. Such insurance shall:
 - (A) include a soft cost endorsement in an amount of not less than 100% of total recurring Soft Costs;
 - (B) name the Borrower as first named insured thereunder and as additional insureds all those required to be named as additional insureds under any of the Material Project Agreements;
 - (C) name the Lender as first mortgagee and first loss payee and have attached the standard Insurance Bureau of Canada mortgage clause;
 - (D) provide that no cancellation or termination thereof, for any reason whatsoever (with the exception of cancellation due to non-payment of premium for which 15 days' statutory notice of cancellation may apply), shall take effect unless the insurer concerned has given the Lender not less than 30 days' prior written notice of such proposed action;
 - (E) contain a waiver by the insurer or insurers of all rights of subrogation or indemnity or any other claim to which such insurer or insurers might otherwise be entitled against the Lender; and
 - (F) otherwise be in such form as the Lender shall reasonably require or as required under any of the Material Project Agreements;
- (b) wrap-up liability insurance with a minimum combined single limit of liability of not less than \$15,000,000 per occurrence. Such insurance shall:
 - (A) name the Borrower as first named insured and the Lender as an additional insured and name all others required to be named under any of the Material Project Agreements including architects, engineers, consultants, contractors, sub-contractors and trades of every tier as additional insureds;
 - (B) provide that no cancellation or termination thereof, for any reason whatsoever (with the exception of cancellation due to non-payment of premium for which 15 days' statutory notice of cancellation may apply), shall take effect unless the insurer concerned has given the Lender no less than 30 days' prior written notice of such proposed action;
 - (C) contain a waiver by the insurer of all rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled against the Lender and others to whom the Borrower has granted such waivers under any of the Material Project Agreements;
 - (D) contain a cross-liability clause and a severability of interest clause; and

- (E) otherwise be in such form as the Lender shall reasonably require or as required under any of the Material Project Agreements.

The Borrower will provide detailed certificates of insurance for all policies required hereunder to be purchased and maintained by the Borrower in form acceptable to the Lender on the advice of its insurance consultant.

- (7) Operating Insurance After Total Completion of the Project has been achieved, so long as the Borrower has an ownership interest in same and so long as any amounts are due hereunder, maintain or cause to be maintained all risks insurance (on a replacement cost, stated amount, no co-insurance basis), general liability insurance and such other insurance in form and in such amounts and with such deductibles as are customary in the case of owners of projects similar to the Project and in any event as are acceptable to the Lender. The Lender shall be named as first mortgagee and first loss payee or additional insured, as applicable, under such policies. The foregoing shall not apply with respect to the lands and buildings in respect of which a condominium corporation has been created by registration of a Declaration under the Condominium Act and which has obtained the insurance coverages required by the Condominium Act and the Condominium Documents.
- (8) Notice of Litigation Promptly notify the Lender on becoming aware of the occurrence of any actual or potential litigation, dispute, arbitration or other proceeding the result of which if determined adversely would be a judgment or award against the Borrower that would result in a Material Adverse Change to it, and from time to time provide the Lender with all reasonable information requested by it concerning the status of any such proceeding.
- (9) Environmental Compliance
- (a) Operate the Property in a manner such that no material obligation, including a clean-up or remedial obligation, will arise under any Environmental Law; provided, however, that if any such claim is made or any such obligation arises, it will immediately satisfy or contest such claim or obligation at its own cost and expense, and promptly notify the Lender upon learning of (A) the existence of Hazardous Substances located on, above or below the surface of the Property or contained in the soil or water constituting such land (except those being stored, used, contained or otherwise handled in substantial compliance with Environmental Law); or (B) the occurrence of any reportable Release of Hazardous Substances into the air, land, surface water or ground water that has occurred on or from such land; or (C) any other event or occurrence relating to the Project which, in the opinion of the Borrower, is likely to give rise to a notice of non-compliance in any material respect with any Environmental Law.
- (b) Comply, and cause any other party that is acting under its authority to comply, in all material respects with all Environmental Law (including obtaining any Material Licences or similar authorizations) relating to the Project.
- (c) Use its reasonable commercial efforts not to cause or permit a Release of any Hazardous Substance at, on, under, or near the Project except in compliance with Environmental Law.
- (d) Provide the Lender with an environmental site assessment/audit report of the

Project, or an update of such assessment/audit report (A) upon the written request of the Lender if, in its reasonable opinion, there is a concern about the Borrower's compliance as it relates to the Project or the Project's compliance with Environmental Law, all in scope, form and content satisfactory to the Lender; (B) if such assessment/audit report has been prepared at the request of or on behalf of any Governmental Authority; or (C) if an event of non-compliance relating to an environmental matter has occurred, and the Lender has made a written request to the Borrower for such an assessment/audit report or update, within 30 Business Days after such request, and all such assessments/audits reports or updates thereof shall be at the Borrower's expense and risk; an environmental site assessment/audit may include, for purposes hereof, any inspection, investigation, test, sampling, analysis, monitoring pertaining to air, land and water relating to the Project reasonably required under the circumstances giving rise to the request for the assessment/audit report.

- (e) Not use the Project, or permit it to be used, to generate, manufacture, refine, treat, transport, store, handle, dispose, transfer, produce or process Hazardous Substances except in compliance with all Environmental Law.
 - (f) Maintain in all material respects all environmental and operating documents and records, including, without limitation, Material Licences and orders, relating to the Project in the manner and for the time periods required by Environmental Law.
- (10) Adequate Books Maintain adequate books, accounts and records in accordance with GAAP consistently applied.
- (11) Material Project Agreements and Permitted Encumbrances
- (a) At all times be and remain in full compliance in all material respects with all of its covenants, agreements and obligations in and diligently enforce all its material rights under all Material Project Agreements and Permitted Encumbrances if non-compliance could lead to a Material Adverse Change. The Borrower shall not alter, amend or waive, in any material respect, any of its rights under or permit any termination or surrender of any Material Project Agreement or Permitted Encumbrance, without the prior written consent of the Lender, unless such alterations, amendments, waivers, terminations or surrenders, as applicable, reflect, in all material respects, good business practice, are in the ordinary course of business, and such material terms as a prudent owner of a similar property would accept having regard to all relevant factors at the time.
 - (b) Advise the Lender in writing of all new Material Project Agreements and Permitted Encumbrances (or any material amendments of existing Material Agreements or Permitted Encumbrances) entered into forthwith following the entering into thereof and shall deliver forthwith copies thereof to the Lender. The Borrower shall provide written notice to the Lender of any assignment made by a contracting party to a Material Project Agreement.
- (12) Access Permit the Lender (through its agents, officers or employees), for the purpose of monitoring compliance with the covenants and obligations of the Borrower hereunder, at its risk, to visit and inspect the Property to conduct tests, measurements and surveys in

relation to the Project, provided that such tests, measurements and surveys are conducted in accordance with prudent industry practice and Applicable Law and/or are required as a result of the reasonable concerns of the Lender as to non-compliance with such covenant and obligation, and to be advised as to the same by the officers, engineers and advisers of the Borrower (or such other Persons as may be appropriate), all at such reasonable times and intervals as the Lender may desire upon reasonable prior notice and in the presence of the Borrower if it so desires. Such visits, inspections, measurements, reviews and tests shall be at the cost of the Borrower, provided such expenses are reasonably incurred. Any such visit, inspection, examination, discussion or tests shall not be deemed to be supervision, charge, management, control or occupation by the Lender for purposes of any environmental or other liabilities.

- (13) Consultants Permit the Lender, and it shall have the right, to appoint the Project Monitor and an independent insurance consultant to assist the Lender with (a) reviewing and approving the insurance policies maintained by the Borrower for the Project, the Project Budget, the Construction Schedule, the Plans and Specifications and the Material Project Agreements; (b) projecting the Cost-to-Complete and determining the Costs-in-Place Margin; (c) advising the Lender as to whether the Project has been constructed in accordance with prudent industry practice, Applicable Law, the Project Budget, the Plans and Specifications, the Material Project Agreements and the Material Licences; and (d) performing such additional functions as the Lender shall reasonably request. The Borrower shall pay all reasonable fees, costs and expenses of the Project Monitor and insurance consultant.
- (14) Management and Control of Project Diligently and continuously proceed with and manage the Construction of, and operate the Project in all material respects in accordance with (a) prudent industry practice; (b) the Material Project Agreements and Material Licences; (c) the Project Budget; (d) all warranties; (e) the Plans and Specifications; (f) the Construction Schedule; and (g) all insurance policies issued in respect of the Project. Subject to Force Majeure, it shall not abandon (for a single period of 20 days or more), and shall ensure that there is no abandonment of the Project. The Borrower shall not make any amendments to the Plans and Specifications, Material Project Agreements, Contracts or any other agreements in respect of the Project which would (i) result in a single change of \$500,000 (ii) cumulatively result in a change of \$1,000,000 and/or (ii) prejudicially affect the Security without the prior written consent of the Lender.
- (15) Construction Lien Act Comply with the provisions of the Construction Lien Act, including retaining the Holdbacks required thereby. In the event that any lien is registered under the Construction Lien Act against the Property (or notice of such lien is provided to the Lender), the Borrower shall cause such lien to be vacated or discharged within 10 days of the earlier of (a) the date of registration thereof or the date the Borrower has received written notice thereof; and (b) the date that the Borrower has been provided written notice thereof by the Lender, with any payment thereof being made from financial resources other than the Credit Facilities. The Borrower will not release the Holdbacks until (a) 45 days have elapsed following the publication of a certificate of substantial completion pursuant to the Construction Lien Act; and (b) the Lender shall be satisfied that no construction liens have been registered on title to the Property as of the expiry date of such period.
- (16) HST Refunds File on a monthly basis all returns and other documents necessary to obtain the refund of HST in respect of the Project and apply the amount of any such refund to

payment of Project Costs.

- (17) “As Built” Survey – (Survey of Foundations) As soon as practicable, and in any event not later than completion of the foundations for any buildings on the Property, provide the Lender with a survey of the foundations of the buildings on the Property prepared and certified by a land surveyor qualified to practise in Ontario confirming the boundaries, area and dimensions of the Property, the location of the improvements to the Project and the location of any encroachments, easements or rights of way.
- (18) “As Built” Survey – (Survey of Permanent Structures) Within 120 days after Total Completion of the Project, deliver to the Lender an “As-Built” survey of the Project, prepared and certified by a land surveyor qualified to practise in Ontario which will identify, *inter alia*, the location of all encroachments, easements and rights of way affecting the Project.
- (19) Project Equity, Margin Deficiencies and Cost Overruns Maintain Project Equity in an amount of no less than the Minimum Required Equity and fund any margin deficiencies and/or Cost Overruns on a line by line basis (after allocation of contingencies and demonstrable savings) by an additional contribution of Project Equity from resources outside the Project. Without limiting the foregoing, if at any time a Letter of Credit issued under the LC Facility is drawn upon and such amount, or any portion thereof, does not from part of the Project Budget at the time of such draw, then the Borrower shall contribute additional Project Equity in an amount equal to such drawn amount or portion, as the case may be.
- (20) Location of Operation Accounts Maintain the Project Account in an account with the Lender during the term of this Commitment.
- (21) Non-Disturbance Agreement In respect of any Lease where the Lender requests, obtain from the tenant under such Lease an attornment and non-disturbance agreement in a form acceptable to the Lender.
- (22) Acknowledgement and Assignment of Consultant Contracts and Construction Contracts Use its commercially reasonable efforts to cause each counterparty to the Consultant Contracts and each Construction Contract (in the case of a Construction Contract, only where the contracted aggregate payments thereunder are in excess of \$1,000,000) to cause such counterparty to execute and deliver an acknowledgment (in the form provided by the Lender or such other form as may be acceptable to the Lender) of the assignment thereof in favour of the Lender.
- (23) Maintenance of Eligible Pre-Sales/Amendment of Sales Agreements Maintain at all times a sufficient number of Sales Agreements (including those Sales Agreements that relate to parking units and storage lockers) that constitute Eligible Pre-Sales such that the aggregate of projected Gross Sale Proceeds thereunder totals not less than \$49,780,000. The Borrower may amend and/or terminate any Sales Agreement so long as it does so in a commercially reasonable manner in accordance with prudent industry standards and so long as no such amendment or termination will cause (or result in) the projected Gross Sale Proceeds to fall below \$49,780,000. Any shortfall as a result of the foregoing test may be met by the injection of additional Project Equity on a 1:1 basis which will be released by the Lender as and when the test is met.

- (24) Condominium Registration /Voting Rights Diligently pursue registration of the Project under the Condominium Act for registration as a condominium thereunder to ensure that the Units may be delivered in a timely basis in accordance with the planned schedule of closings of the Units. Following the Project being registered as a plan of condominium, upon receipt of a request from the Lender, to name the Lender as the Borrower's proxy, to attend and to vote at meetings of unit owners, or in the alternative, at the option of the Lender, to act as the proxy of the Lender at such meetings and to vote its interest as the Borrower and the Lender may agree upon, and for this purpose the Borrower assigns its voting rights to the Lender. Any notice of such assignment, required by Applicable Law, shall be given by the Borrower in accordance with the requirements of such Applicable Law.
- (25) Performance and Payment Bonds Obtain and maintain all Performance and Payment Bonds required hereunder.
- (26) Building Permits Obtain all necessary Permits to facilitate Construction in accordance with the Construction Schedule having regard to the staged Construction of the Project (it being acknowledged that Permits will be required to be delivered in respect of Construction relating to the excavation phase, in respect of the foundation phase and in respect of the above-ground phase of Construction of the Project).

NEGATIVE COVENANTS

So long as this Commitment is in force and except as otherwise permitted by the prior written consent of the Lender, the Borrower will not:

- (1) No Sale of Project Other than (a) sales made pursuant to the terms of Sales Agreements; or (b) the Disposition of other premises pursuant to Leases as permitted hereunder, Dispose of the Project or any part thereof or interest therein except as contemplated herein, unless approved by the Lender in writing.
- (2) No Transfer of Interest in Borrower Permit any Disposition of any interest in the Borrower without giving 30 days' prior written notice to the Lender and obtaining the Lender's prior written consent.
- (3) No Consolidation, Amalgamation Consolidate, amalgamate or merge with any other Person, enter into any corporate reorganization or other transaction intended to effect or otherwise permit a change in its existing corporate structure, liquidate, wind-up or dissolve itself, or permit any liquidation, winding-up or dissolution without the consent of the Lender in its sole and absolute discretion.
- (4) No Change of Name Change its name without providing the Lender with 30 days' prior written notice thereof.
- (5) No Distributions Make any Distribution until all Obligations under the Credit Facilities have been repaid in full (or, in the case of the LC Facility, any outstanding Letters of Credit have been fully cash collateralized on a dollar for dollar basis or are secured by the residual value in the Project such that the Net Sale Proceeds to be obtained from the unsold Units (based on the estimated market value thereof as determined by the Lender) secures the

aggregate face amount of such Letters of Credit granted in connection with such Project on a 2:1 basis) and the Lender has no further obligation to make Advances hereunder.

- (6) Amendments to Material Project Agreements Except as otherwise contemplated herein, amend, vary or alter in any material way, consent to any assignment or transfer of, or waive or surrender any of its material rights or material entitlements under any Material Project Agreement.
- (7) Amendment of Project Budget Without the prior written consent of the Lender not to be unreasonably withheld, and the concurrence of the Project Monitor, make cumulative positive or negative changes to the Project Budget including, for greater certainty, cumulative positive or negative changes to individual line items within such Project Budget (whether or not resulting in a change to the aggregate Budgeted Project Costs) and regardless of whether such changes are within the initial contingency budget, unless:
- (a) such changes do not exceed the lesser of (A) \$500,000 in the aggregate; (B) 10% of the approved Hard Costs portion of the Project Budget; and (C) 50% of the approved Hard Costs contingency portion of the Project Budget;
 - (b) the Contingency Amount in such Project Budget continues to be reasonable and adequate to ensure Construction Completion of the Project as recommended by the Project Monitor; and
 - (c) there is no adverse effect on the overall quality or change in the scope of the applicable Project stage a result of the changes.

Upon any revision of a Project Budget, the Borrower will forthwith provide a copy to the Lender and its Project Monitor.

- (8) Amendment of Plans and Specifications Revise the Plans and Specifications in any material respect, except with the consent of the Lender and its Project Monitor, such consent not to be unreasonably withheld. Upon revision of the Plans and Specifications, the Borrower will forthwith provide a copy to the Lender.
- (9) Amendment of Construction Schedule Revise the Construction Schedule to permit completion of Construction later than that contemplated in the then current Construction Schedule, except with the consent of the Lender and its Project Monitor, acting reasonably, and provided, if required, the Borrower can demonstrate that it has contributed additional Project Equity sufficient to cover any increased Budgeted Project Costs arising in connection therewith. Upon revision of the Construction Schedule, the Borrower will forthwith provide a copy to the Lender and its Project Monitor.
- (10) Unit Vendor Take Back Mortgage/Non-Cash Payments The Borrower shall not, without having received the written consent of the Lender, enter into any Sales Agreement which contains a provision allowing for partial or full payment of the purchase price payable thereunder by way of a vendor take back mortgage or other debt instrument in favour of the Borrower, the intent being that all net proceeds of the sale of a Unit shall be in the form of cash.
- (11) Assignment of Sales Agreement The Borrower will not consent to any assignment by a

purchaser under a Sales Agreement unless (a) the Borrower retains the Purchaser Deposits paid thereunder or a replacement Purchaser Deposit in at least the same amount has been received; and (b) the original purchaser is not released from its obligations thereunder unless the Lender provides its prior written consent.

- (12) Letters of Credit Obtain letters of credit required for the Project other than Letters of Credit issued by the Lender under the LC Facility.
- (13) Leasing Enter into any Leases or renew, amend, terminate, forfeit or cancel any Leases unless such Leases, amendments, renewals, terminations, forfeitures or cancellations reflect in all material respects good business practice and such material terms as a prudent owner of a similar property would accept having regard to all relevant factors and the leasing practice in the market at the relevant time.
- (14) Concerning Leases Generally Accept or require payment of rent or other monies payable by a tenant under any Lease that would result in more than one month of such rent or other monies being prepaid under such Lease other than:
- (a) prepaid rent or deposits on account of rent which represent the portion of the cost of construction of the relevant demised premises which exceeds the portion of such cost which was used as the basis for determining the basic rental otherwise payable under such Lease; or
 - (b) an amount representing a bona fide precalculation of any amount that is required to be paid under such Lease in addition to basic rental, including amounts payable with respect to Taxes and maintenance of the Project and overage and percentage rentals; or
 - (c) lease surrender payments and security deposits made by the tenant under such Lease.
- (15) No Further Encumbrances Other than the Constantine Charge, the Borrower shall not enter into any further financing of the Property or the Project and shall not further encumber the Property or the Project without the prior written consent of the Lender, which consent may be withheld in the Lender's sole discretion.
- (16) No Financial Assistance Guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations of any other Person, except as may be contemplated by the Loan Documents and other than in the ordinary course of business of the Borrower.

CONSTRUCTION MANAGEMENT

If the management of the Project becomes unsatisfactory, in the Lender's sole opinion, the Lender may, after giving the Borrower 30 days' written notice to correct any deficiency, appoint alternate management, with all costs in this regard being borne by the Borrower.

TAXES LEVIED AGAINST PROPERTY

With respect to Taxes levied against the Property (1) the Lender may deduct from any Advance an

amount sufficient to pay the Taxes which have become or will become due and payable on the date of such Advance or are unpaid at the date of such Advance; (2) the Borrower will pay all Taxes as they fall due and will provide the Lender with receipts confirming payment of same as it may require; (3) the Borrower shall, if directed by the Lender, pay to the Lender in monthly instalments on the dates on which monthly instalments on the Loans are payable hereunder, sums which in the sole opinion of the Lender will be sufficient to enable it to pay the whole amount of Taxes on or before the due date for payment thereof or, if such amount is payable in instalments, on or before the due date for payment of the first instalment thereof; (4) the Lender agrees to apply such deduction and payments to the Taxes levied against the Property so long as the Borrower is not in Default, but nothing herein contained shall obligate the Lender to apply such payments on account of Taxes more often than yearly; provided, however, that if before any sum so paid to the Lender shall have been so applied, there shall be default by the Borrower in respect of any monthly payments on the Loan, the Lender may apply such sum in or towards payment of the principal and/or interest in default; the Borrower shall transmit to the Lender the assessment notices, tax bills and other notices affecting the imposition of Taxes forthwith upon receipt; and (5) the Lender shall allow the Borrower interest on the average monthly balance standing in the account from time to time to the credit of the Borrower for payment of Taxes, at a rate per annum and at such times as the Lender may determine in its sole discretion, and the Borrower shall be charged interest at the interest rate applicable to Prime Rate Loans on the debit balance, if any, of Taxes in the account outstanding after payment of Taxes by the Lender until such debit balance is fully repaid.

APPRAISALS AND ASSESSMENTS

All appraisals, inspections, assessments and information with respect to the Property provided to the Lender are provided only for the purpose of assisting it in determining whether to approve the Credit Facilities, and no acceptance, use of or adoption of such appraisals, inspections, assessments or information by the Lender shall be construed as any agreement by it as to the value or condition of the Property or Project. The Borrower is responsible for all appraisal and assessment fees.

REPORTING REQUIREMENTS

For the purposes of the Lender's annual review of the Credit Facilities and Project, the Borrower and Guarantors shall provide the following statements and information (collectively the "Statements") to the Lender:

- (1) review engagement financial statements prepared by accountants acceptable to the Lender for the Borrower and the Corporate Guarantors within five months of each fiscal year end together with copies of all tax filings and notices of assessments to confirm all taxes are paid up-to-date;
- (2) updated net worth statement for the Personal Guarantor together with supporting information as requested by the Lender within five months of each fiscal year end of the Borrower together with copies of all tax filings and notices of assessment to confirm all taxes are paid up-to-date as requested by the Lender;
- (3) current realty Taxes bill with confirmation that all required Taxes have been paid;
- (4) current insurance policy indicating the Lender as first mortgagee and as additional insured with respect to public liability insurance;

- (5) updated status report of the Construction, costs, sales, Purchaser Deposits, occupancies, Interim Revenue and closings; and
- (6) such other information pertinent to the Property and Project as the Lender may request.

LATE REPORTING

In the event that any of the Statements are not provided to the Lender within the time limited therefor, the Lender will assess penalty charges against the Borrower or Guarantors. The Lender may request the Borrower or Corporate Guarantors to provide the Lender with updated Statements at any time during a fiscal year of the Borrower or the Corporate Guarantors.

ASSIGNMENT AND SYNDICATION

Neither the Borrower nor the Guarantors shall have the right to assign any of its respective rights or obligations under this Commitment or in respect of the Credit Facilities to any Person. The Borrower and Guarantors agree that the Lender may transfer and assign, without their consent and without notice to them, the Lender's rights and obligations under the Credit Facilities and Loan Documents to any Person. The Lender may, at any time before or after the first Advance, syndicate, securitize or grant participation interests in the Credit Facilities and Loan Documents without the consent of the Borrower and Guarantors or notice to them. All dealings with the Borrower will be by Lender only acting on behalf of all participants. The Borrower and Guarantors agree that the Lender may disclose confidential information relating to the Credit Facilities and Loan Documents, including any financial information provided by them at any time or otherwise relating to the Property and Project and any plans, drawings or other documentation or information regarding the Property and Project, to any Person in connection with any of the transactions contemplated in this paragraph provided that the person is either a Bank listed in Schedule 1, 2 or 3 of the *Bank Act* (Canada) or a regulated Canadian credit union and the Person has entered into a confidentiality agreement with the Lender.

CONSENT TO DISCLOSURE

The Borrower hereby consents (such consent to remain in force as long as the Credit Facilities are outstanding) to any Governmental Authority or other Person having information relating to HST or any other amount required to be paid by the Borrower, where the failure to pay such other amount could give rise to a claim ranking or capable of ranking in priority to the Security, releasing such information to the Lender at any time upon its request. The Borrower shall provide signed third party authorizations in support of the foregoing at any time upon the Lender's request.

LENDER'S EXPENSES AND ADMINISTRATION FEES

The Borrower shall pay all costs, charges and expenses incurred by the Lender in connection with the operation or enforcement of this Commitment or the Security, including costs of registration of financing statements or financing change statements and searches in connection therewith, periodic property inspections and Taxes verifications and other similar costs, and any fees or charges of agents or other persons retained by the Lender for the purpose of conducting such activities on its behalf. In addition the Borrower shall pay the administration fees in connection with the administration of the Credit Facilities by the Lender, including the provision of mortgage statements and discharges, processing late payments, and cheques or automatic debits which are dishonoured or not accepted, the amount of each such administration fee being a liquidated amount

to cover administrative costs and not a penalty. If the Borrower fails to pay any such costs, charges or expenses upon demand, they will be added to the outstanding Loans and shall be secured by the Security.

LENDER'S RECORDS

The Lender shall keep accounts showing the status of the Credit Facilities and records of the sums borrowed, principal and interest repayments and all other sums due under this Commitment. In the absence of manifest error, the Lender's records shall constitute conclusive evidence of the Borrower's indebtedness to the Lender hereunder.

PAYMENTS TO GOVERNMENT AUTHORITIES

As long as the Credit Facilities are outstanding, the Borrower shall pay, when due, all amounts owing to any Governmental Authority which, if unpaid, would give such authority recourse for such amounts ranking in priority to the Security.

COSTS AND FEES

Whether or not the transactions contemplated hereby are completed, the Borrower shall pay the legal fees and disbursements of the Lender's solicitors, and the costs incurred by the Lender or its consultants including, without limitation, in connection with the Loan Documents, including those related to fire and title insurance, appraisal and environmental reports, survey, inspection, monitoring and progress Advances and discharges. Such fees, disbursements and costs may be deducted from any Advance.

APPLICATION FEE

A fee of \$80,000 has been received. This fee is non-refundable and is earned by the Lender as compensation for costs incurred, including time expended in processing, approving and providing this Commitment, but excluding the Costs and Fees referred to above.

COMMITMENT FEE

A fee of \$255,000 is payable from the first Advance.

PROGRESS ADVANCE FEE

A fee of \$300 is payable on each Advance.

DISCHARGE FEE

A fee of \$150 is payable on the discharge of the Security of each Unit.

ANNUAL REVIEW FEE

The Lender shall conduct a review of the Credit Facilities and Project each year during continuation of the Credit Facilities. The first annual review will be performed in November 2017. A minimum annual review fee of \$2,500 will be charged by the Lender to the Borrower.

TIME

Time is of the essence hereof.

AMENDMENT

This Commitment shall only be amended by agreement in writing executed by all the parties hereto.

WAIVER

Any failure by the Lender to exercise any rights or remedies under the Loan Documents shall not constitute a waiver thereof.

GOVERNING LAW

This Commitment shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

SURVIVAL

The terms and conditions of this Commitment shall survive the execution and registration of the Security and there shall be no merger of these provisions or conditions in the Security; provided that in the event of any conflict between the provisions of this Commitment and the Security, the provisions of this Commitment shall prevail to the extent necessary to remove such conflict. Notwithstanding the foregoing, in the event that the Security contains remedies which are in addition to the remedies set forth in this Commitment, the existence of such additional remedies in the Security shall not constitute a conflict or inconsistency with the provisions of this Commitment.

NOTICES

Any notice or demand or other written communication hereunder shall be given by facsimile, letter or by electronic means of communication. A facsimile communication shall be deemed received on the Business Day following its transmission. A letter shall be deemed received when delivered to the receiving party at the address shown on page 1 hereof. An electronic communication shall be deemed received on the day of transmittal if a Business Day and before 5:00 p.m. or, if not, on the next Business Day. Each party shall be bound by any notice given as provided hereunder and entitled to act in accordance therewith.

INTERPRETATION

In this Commitment (1) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (2) the word "including" shall mean "including, without limitation,"; (3) the word "will" shall be construed to have the same meaning and effect as the word "shall"; (4) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute thereto; (5) any reference to this Commitment, the Security or other concomitant agreement or instrument shall include all

amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto from time to time; (6) any reference to the Lender, the Borrower, the Guarantors and any other person shall include their respective heirs, estate trustees, legal representatives, successors and assigns; and reference to a "corporation" shall include a company or other form of body corporate; (7) all dollar amounts are expressed in Canadian dollars; (8) the division of this Commitment into separate sections and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Commitment; (9) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights; and (10) if more than one person is named as, or otherwise becomes liable for or assumes the obligations and liabilities of the Borrower or the Guarantors, then the obligations and liabilities of all such persons shall be joint and several, unless otherwise provided herein. This Commitment is intended to supplement and not derogate from the Security or any other Loan Document.

ADDITIONAL LOAN TERMS

The definitions attached as Schedule "A" to this Commitment shall form a part hereof as if incorporated herein.

LENDER APPROVED SOLICITORS

Philip Taylor
Chaitons LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario
416 218 1125
philip@chaitons.com

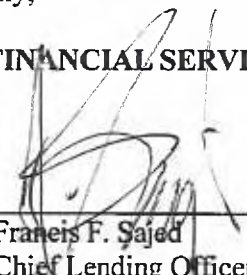
[the remainder of this page is intentionally blank, signature page follows]


ACCEPTANCE

The terms of this Commitment are open for acceptance by the Borrower and Guarantors by executing the original hereof where indicated below and delivering it to the Lender's head office at 5290 Yonge Street, Toronto, Ontario, M2N 5P9, on or before 5:00 p.m. on January 31, 2017, after which date and time this Commitment shall lapse and become null and void.

Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.


Per: _____
Name: Francis F. Sajed
Title: Chief Lending Officer


Per: _____
Name: Greg Romano
Title: Senior Account Manager

ACCEPTED on: January 30, 2017

MIZRAHI (128 HAZELTON) INC.


Per: _____
Name: _____
Title: SAM MIZRIATTI - PRESIDENT

ACCEPTANCE

The terms of this Commitment are open for acceptance by the Borrower and Guarantors by executing the original hereof where indicated below and delivering it to the Lender's head office at 5290 Yonge Street, Toronto, Ontario, M2N 5P9, on or before 5:00 p.m. on January 31, 2017, after which date and time this Commitment shall lapse and become null and void.

Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: _____
Name: Francis F. Sajed
Title: Chief Lending Officer

Per: _____
Name: Greg Romano
Title: Senior Account Manager

ACCEPTED on: January 30, 2017

MIZRAHI (128 HAZELTON) INC.

Per:  _____
Name: _____
Title: *SAM MIZRAHI - PRESIDENT*

The undersigned Guarantors have read, understand and accept the terms and conditions of this Commitment.

ACCEPTED on: January 31, 2017

CONSTANTINE ENTERPRISES INC.

Per: 
Name: CHRIS DONLAN
Title: CFO

MIZRAHI DEVELOPMENTS INC.

Per: 
Name: _____
Title: SAM MIZRAHI . PRESIDENT


Witness _____


Sam Mizrahi _____

SCHEDULE "A"
ADDITIONAL LOAN TERMS

Attached to and forming part of a commitment letter dated January 27, 2017 between DUCA Financial Services Credit Union Ltd., as Lender, Mizrahi (128 Hazelton) Inc., as Borrower, Constantine Enterprises Inc. and Mizrahi Developments Inc., as Corporate Guarantors, and Sam Mizrahi as Personal Guarantor.

DEFINITIONS

For the purpose of this Commitment, the following terms and phrases shall have the following meanings:

"Advance" means any advance hereunder by way of a Loan or the issuance of a Letter of Credit.

"AMLA" means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

"Applicable Law" means (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (b) any judgment, order, writ, injunction, decision, ruling, decree or award; (c) any regulatory policy, practice, guideline or directive; or (d) any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, binding on or affecting the Person, in each case whether or not having the force of law.

"Appraisal" means a report prepared by an Appraiser who will be engaged based on a mandate letter, and containing assumptions acceptable to the Lender.

"Appraiser" means an Accredited Appraiser Canadian Institute (AACI) designated real estate appraiser acceptable to the Lender.

"Arm's Length" has the meaning ascribed to such term as set out in section 251 of the *Income Tax Act* (Canada).

"Borrower" includes any beneficial owner of the Property.

"Budgeted Project Costs" means the costs associated with acquisition of the Property and all budgeted Hard Costs and Soft Costs described as a line item in the Project Budget, including any Contingency Amount of budgeted Hard Costs and Soft Costs reviewed by the Project Monitor and approved by the Lender.

"Business Day" means any day other than a Saturday, Sunday or any statutory or civic holiday observed in the Province of Ontario.

"Certificate of Total Completion" means a certificate to be issued by the Project Monitor, certifying that all required work under each Construction Contract in respect of the Project has been fully completed (pursuant to the Form 5 Declaration of Last Supply under subsection 31 (5) of the Construction Lien Act obtained by the Project Monitor from each Contractor or the publication of a certificate of substantial performance under the Construction Lien Act), and accompanied by a certificate or report issued by each of the major Consultants involved in the

Construction of the Project confirming that the construction of the Project that falls within the purview of its control, supervision or responsibility has been completed in accordance with the Ontario Building Code and the applicable zoning and building by-laws of the City of Toronto, in substantial conformity with the approved Plans and Specifications and related Material Project Agreements and, where applicable, the requirements of Tarion, and certificates of substantial performance pursuant to the Construction Lien Act have been published as required by such Act.

“**Charge**” means a collateral charge in the principal amount of \$35,000,000 to be granted by the Borrower in favour of the Lender constituting a first charge on the Property and granting a first priority security interest over all present and future personal property of the Borrower related to the Project (other than Purchaser Deposits, in which case the security interest created by the debenture shall from a second priority security interest thereon, subject only to any security interest in favour of DBC), including purchase and sale agreements, plans, contracts, drawings, agreements, permits, approvals, equipment, receivables, inventory, intellectual property and which shall contain an assignment of property insurance proceeds.

“**Condominium Act**” means the Condominium Act (Ontario).

“**Condominium Documents**” means the Declaration, condominium corporation by-laws (or agreements relating thereto), shared facility agreements, insurance trust agreement (if any) or other documents relating to the creation and operation of the Project.

“**Constantine Charge**” means the Charge / Mortgage of Land in the principal amount of ~~\$20,000,000~~ plus interest at 12.5% per annum fully subordinate to the Security and the DBC Agreements.

“**Construction**” means the design and construction of the Project in accordance with the Plans and Specifications.

“**Construction Completion**” means the date on which:

- (1) Construction has been completed to the standard required for delivery under the related Sales Agreements; and
- (2) the Borrower has received all relevant occupancy Permits and passed inspections required by Governmental Authorities (other than those inspections required to be made in respect of work undertaken by purchasers under Sales Agreements).

For greater certainty, Construction Completion can occur prior to the registration of the condominium on the Property.

“**Construction Contracts**” means all contracts, subcontracts and agreements entered into by or on behalf of the Borrower relating to the Construction, including contracts, subcontracts and agreements relating to the supply of materials or services to or for the Project.

“**Construction Lien Act**” means the *Construction Lien Act* (Ontario).

“**Construction Management Agreement**” means the construction management agreement made between the Construction Manager and Borrower, as the same may be modified, amended or restated as permitted by the Lender.

“Construction Manager” means the manager appointed by the Borrower under the Construction Management Agreement and approved by the Lender.

“Construction Schedule” means the construction schedule provided to and approved by the Lender and its Project Monitor, as it may be amended from time to time with the consent of the Lender.

“Consultant Contracts” means the contracts entered into by or on behalf of the Borrower and each of the Consultants.

“Consultants” means, as applicable, the architect, mechanical and electrical consultant, engineer, geotechnical and environmental engineer and other consultants retained by or on behalf of the Borrower in connection with the Construction, as approved by the Lender.

“Contingency Amount” means, with respect to the Project Budget, the amount, if any, of any contingency provided in respect of the calculation of Project Costs.

“Contractors” means the contractors, sub-contractors and suppliers retained by or on behalf of the Borrower in connection with the Construction of the Project.

“Cost Overruns” means the excess of the current Project Budget over the initial Project Budget.

“Costs-in-Place” means Land Value, Hard Costs and Soft Costs incurred at any time.

“Costs-in-Place Margin” has the meaning ascribed thereto in the section of the Commitment headed “Availability”.

“Cost-to-Compete” means, at any given date, that amount calculated by the Project Monitor after consulting with the Borrower and approved by the Lender, which is the amount of all Project Costs not then incurred.

“Credit Facilities” means the Construction Facility, the Swingline Facility and the LC Facility and **“Credit Facility”** means any one of them.

“DBC” means the deposit bonding and deposit insurance company, Aviva Insurance Company of Canada, or its successors or assigns or other deposit insurance or such other bonding company acceptable to the Lender, acting reasonably, as the surety for bonds and/or excess deposit insurance issued to Tarion and/or purchasers of Units pursuant to the terms of Sales Agreements for the deposits made by such purchasers thereunder.

“DBC Agreements” means the agreements entered into between DBC and the Borrower in respect of Purchaser Deposits, bonds issued in respect thereof and/or excess deposit insurance and deposit insurance.

“DBC Mortgage” means the subordinate mortgage in the principal amount of \$18,500,000 granted by the Borrower in favour of DBC as collateral security for the obligations of the Borrower to DBC pursuant to the DBC Agreements (such mortgage constituting a second priority Encumbrance subject to the first priority Encumbrance of the Security) on the Project

and a first priority Encumbrance on Purchaser Deposits (with the Security forming a second priority Encumbrance on Purchaser Deposits).

“DBC Priority Agreement” means the priority agreement to be made with respect to the DBC Mortgage between DBC and the Lender, in a form acceptable to the Lender, which will include the agreement of DBC to subordinate the DBC Mortgage and related security to the Charge and other Security (other than with respect to Purchaser Deposits only) and any Replacement Charge granted to the Lender.

“Declaration” means the declaration or declarations which, together with the description, shall be registered under the Condominium Act and will subject the Project or portions thereof to the provisions of the Condominium Act, and all amendments to such declaration or declarations.

“Default” means any non-compliance by the Borrower or Guarantors with the covenants, agreements, terms and conditions set out in the Loan Documents.

“Deferred Costs” means Budgeted Project Costs recommended by the Project Monitor and approved by the Lender which are to be incurred after all Obligations under the Loan and Loan Documents have been repaid in full (or, in the case of the LC Facility, any outstanding Letters of Credit have been fully cash collateralized on a dollar for dollar basis or are secured by the residual value in the Project such that the Net Sale Proceeds to be obtained from the unsold Units (based on the estimated market value thereof as determined by the Lender) secures the aggregate face amount of such Letters of Credit granted in connection with such Project phase on a 2:1 basis).

“Disclosure Statement” means the statement required pursuant to the Condominium Act.

“Disposition” means, with respect to a Person, any sale, assignment, transfer, conveyance, lease, license or other disposition of any nature or kind whatsoever of any property or of any right, title or interest in or to any property, and the verb **“Dispose”** has a corresponding meaning.

“Distribution” means:

- (1) any payment, declaration of dividend or other distribution, whether in cash or property to any holder of shares, limited partnership units or other equity interests of any class of such Person; or
- (2) any repurchase, redemption, retraction or other retirement or purchase for cancellation of shares of such Person, or of any options, warrants or other rights to acquire any of such shares,

and the verb **“Distribute”** has a corresponding meaning.

“Eligible Pre-Sale” means the sale of a Unit meeting the following criteria:

- (1) such sale must be pursuant to a binding and unconditional Sales Agreement, a copy of which has been provided to the Lender and which is in the form of the Standard Form Sales Agreement or a form satisfactory to the Lender;

- (2) the period in which any right of rescission or right to claim a return of a Purchaser Deposit by the purchaser under such Sales Agreement;
- (3) the purchaser under such Sales Agreement must:
 - (a) be a bona fide purchaser that is Arm's Length with the Borrower and Guarantors;
 - (b) each purchaser shall be obligated to make a Purchaser Deposit of not less than 25% of the Gross Sale Price with 10% received, an additional 10% to be received prior to occupancy and a further 5% to be received on occupancy;
 - (c) not be in default of its payment obligations (including payments on account of the relevant Purchaser Deposit) under the Sales Agreement or in respect of any mortgage commitment; and
 - (d) have provided evidence to the Lender of approval for mortgage financing or has otherwise demonstrated ability to close unless waived by the Lender;
- (4) if the purchaser either individually or in conjunction with a spouse or child (or, in the case of Persons that are not individuals, together with affiliates thereof within the meaning of the *Business Corporations Act* (Ontario)) is purchasing more than one Units, the sale of such Units will not be designated Eligible Pre-Sales unless approved in writing by the Lender; and
- (5) all Purchaser Deposits are held in trust by a lawyer, notary, real estate agent or other surety acceptable to the Lender in accordance with the Sales Agreement (except those Purchaser Deposits that have been released in accordance with the terms of the DBC Agreements for application towards Project Costs) at an account with the Lender.

“Encumbrance” means, with respect to any Person, any mortgage, debenture, pledge, hypothec, lien, charge, assignment by way of security, hypothecation or security interest granted or permitted by such Person or arising by operation of law, in respect of any of such Person's property, or any consignment by way of security or capital lease (or a lease that should be treated as such) of property by such Person as consignee or lessee, as the case may be, or any other security agreement, trust or arrangement having the effect of security for the payment of any debt, liability or other obligation, and **“Encumbrances”**, **“Encumbrancer”**, **“Encumber”** and **“Encumbered”** have corresponding meanings.

“Environmental Law” means any Applicable Law relating to the environment, including those pertaining to:

- (1) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same of Hazardous Substances; and
- (2) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handing and the like of Hazardous Substances, including those pertaining to occupational health and safety.

“Extension Fee” means the amount equal to 10 basis points on the then outstanding authorized amount of the Construction Facility.

“Force Majeure” means any of the following events which prevents or materially impairs the Construction or operation of the Project and is not caused by and is beyond the reasonable control of the Borrower: acts of God, floods, earthquakes, tidal waves, hurricanes, windstorms, severe weather conditions, lightning, fire, wars (whether declared or not), riots, insurrections, rebellions, civil commotions, sabotage, partial or entire failure of utilities, strikes, walkouts or other labour disruptions, delays in transportation, accidents, shortages of and inability to procure labour, materials and supplies (after all commercially reasonable efforts have been made by the Borrower to obtain replacement for such labour, materials and supplies) or orders, legislation, regulations and directives of any Governmental Authorities. For greater certainty, lack of funds, the state of the market or any wilful or negligent act or omission on the part of the Borrower does not constitute Force Majeure.

“GAAP” means those accounting principles that are from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute.

“Governmental Authority” means any federal, provincial, municipal or other form of government or any political subdivision or agency thereof, any body or authority exercising any functions of government, and any court;

“Gross Sale Price” or **“Gross Sale Proceeds”** means the gross sale price (inclusive of HST) set out in a Sales Agreement relating to the sale of a Unit (and any related parking and locker units), net of any pricing incentives.

“Hard Costs” means amounts expended or to be expended for work, services or materials done, performed, placed or furnished in connection with the Construction of the Project, all as more particularly set out in the Project Budget (for greater certainty, Hard Costs shall not include amounts payable pursuant to the terms of the Construction Contracts).

“Hazardous Substance” means any substance or material that is prohibited, controlled or regulated by any Governmental Authority pursuant to any Environmental Law, including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law.

“Holdback” means any amount required to be retained by or on behalf of the Borrower in respect of the value of work, services and materials actually done, performed, placed or furnished on or in the Project in accordance with the Construction Lien Act.

“HST” means the harmonized sales tax under the *Excise Tax Act* (Canada).

“Interim Revenue” means proceeds of sale, recovery of expenses or any other Project cash flow received or anticipated while any availability under the Credit Facilities exists or any Obligations remain outstanding under the Loan and Loan Documents recommended by the Project Monitor and approved by the Lender.

“Land Value” means the deemed value of the Property, being \$13,050,000.

“Lease” means any lease, sublease, agreement to lease, offer to lease, licence or right of occupation granted from time to time by or on behalf of the Borrower entitling the lessee, sublessee or grantee thereunder to use or occupy all or any part of the Project.

“Letter of Credit” means a standby letter of credit, commercial or letter of guarantee, as applicable, issued by the Lender under the LC Facility at the request and for the account of the Borrower under this Commitment.

“Loan” means any extension of credit by the Lender under this Commitment, except for any Letter of Credit.

“Loan Documents” means (1) this Commitment; (2) the Security; and (3) all present and future agreements, documents, certificates and instruments delivered by the Borrower or Guarantors to the Lender pursuant to or in respect of this Commitment or the Security, in each case as the same may from time to time be amended, and **“Loan Document”** means any one of the Loan Documents.

“Material Adverse Change” means any event or occurrence which, when considered individually or together with other events or occurrences, has a material adverse effect on (1) the business, assets, liabilities, operations, results of operations, condition (financial or other) or prospects of the Borrower, taken as a whole; (2) the Construction and/or operation of the Project; or (3) the ability of the Borrower to perform its Obligations under the Loan Documents in all material respects.

“Material Licences” means all licences, Permits or approvals issued by any Governmental Authority, or any applicable stock exchange or securities commission, to the Borrower, and which are at any time on or after the date of this Commitment,

- (1) necessary or material to the business and operations of the Project (including the Construction of the Project), the breach or default of which would result in a Material Adverse Change, other than those not required or able to be obtained until a later stage of Construction or until Total Completion, provided those not obtained may be reasonably expected to be received in the ordinary course of business prior to the date when required to complete the transactions provided for in the Material Project Agreements and to construct and operate the Project; or
- (2) designated by the Lender as a Material Licence with respect to the Project provided that the Lender has notified the Borrower of such designation.

“Material Project Agreements” means:

- (1) the Construction Management Agreement;
- (2) the Consultant Contracts;
- (3) the Construction Contracts;
- (4) each other operating contract with respect to the Construction of the Project having a term more than one year and which contemplates payments in excess of \$500,000 per annum;

- (5) any insurance trust agreement;
- (6) any shared facilities and/or reciprocal easement agreements; and
- (7) the Plans and Specifications and all planning approvals, permits, licences, site plan agreements, development agreements, and other material contracts with respect to the Project designated as Material Project Agreements by the Lender from time to time, provided that the Lender has notified the Borrower of such designation.

“Minimum Required Equity” means an amount of Project Equity equal to the sum of:

- (1) \$12,785,000; and
- (2) Cost Overruns funded by the Borrower and/or Guarantors.

“Net Sale Proceeds” means the Gross Sale Proceeds relating to the sale of a Unit (and the corresponding parking, locker, communication units, sign units and common areas of the Project) less deposits, net HST, sales commissions, reasonable legal costs, deferred costs and other typical closing adjustments plus recoveries as approved by the Lender.

“Obligations” means all obligations of the Borrower to the Lender under or in connection with the Loan Documents, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to the Lender in any currency or remaining unpaid by the Borrower to the Lender under or in connection with this Commitment or the other Loan Documents whether arising from dealings between the Lender and the Borrower, or from any other dealings or proceedings by which the Lender may be or become in any manner whatsoever a creditor or obligee of the Borrower or any of them pursuant to this Commitment or the Loan Documents, and wherever incurred, and whether incurred by the Borrower alone or with another or others and whether as principal or surety, and all interest, fees, legal and other costs, charges and expenses relating thereto.

“Performance and Payment Bonds” means labour and material or performance bonds as may be required by the Lender in consultation with the Project Monitor (in each case, up to 50% of the amount of the relevant Construction Contract) issued by a surety acceptable to the Lender relating to all or a portion of the Construction, such bonds to be in customary form typically utilized within the construction industry and otherwise acceptable to the Lender (which bonds shall contain dual obligee riders in favour of the Lender) and in such amount as may be required hereunder.

“Permits” means all permits, consents, orders, waivers, applications, authorizations, licences, certificates, approvals, registrations, franchises, rights, privileges and exemptions or the like issued or granted by any Governmental Authority or by any third party with respect to the Project (including any Permits relating to Environmental Laws).

“Permitted Encumbrances” means, with respect to the Property, the following:

- (1) liens for Taxes, rates, assessments or other governmental charges or levies not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good

faith by appropriate proceedings by that Person, provided that, if the aggregate amount being contested is in excess of \$100,000, the Borrower shall have deposited with the Lender collateral satisfactory to the Lender to secure the payment of such Taxes and assessments.

- (2) undetermined or inchoate liens, rights of distress and charges incidental to construction, maintenance or current operations that have not at such time been filed or exercised and of which the Lender has not been given notice, or that relate to obligations not due or payable, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person;
- (3) reservations, limitations, provisos and conditions expressed in any original grant from the Crown or other grants of real or immovable property, or interests therein, that do not materially affect the use of the affected land for the purpose for which it is used by that Person;
- (4) permits, reservations, covenants, servitudes, right of access or user licences, easements, rights of way and rights in the nature of easements (including licences, easements, rights of way and rights in the nature of easements for railways, sidewalks, public ways, sewers, drains, gas and oil pipelines, steam and water mains or electric light and power, or telephone, telecommunication, television and telegraph conduits, poles, wires and cables) that do not materially impair the use of the affected land for the purpose for which it is used by that Person, or in respect of which satisfactory arrangements have been made for relocation so that such use will not in the aggregate, be materially and adversely impaired, or which that Person is bound to enter into pursuant to any agreement with a Governmental Authority or a counterparty to a Material Project Agreement entered into in connection with the development of the Project;
- (5) title defects, irregularities or other matters relating to title that are of a minor nature and that in the aggregate do not materially impair the use of the affected property for the purpose for which it is used by that Person;
- (6) the right reserved to or vested in any Governmental Authority by the terms of any lease, licence, franchise, grant or permit acquired by that Person or by any statutory provision to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;
- (7) the Encumbrance resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workers' compensation, employment insurance, surety or appeal bonds, costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;
- (8) security given to a public utility or any Governmental Authority when required by such utility or authority in connection with the operations of that Person in the ordinary course of its business;
- (9) the Encumbrance created by a judgment of a court of competent jurisdiction, or claim (excluding claims pursuant to the Construction Lien Act) filed, against the Borrower as

long as the judgment is being contested diligently and in good faith by appropriate proceedings by that Person, provided that if such judgment or claim is in the aggregate greater than \$250,000, the Borrower or Guarantors shall have either (A) in the case of any such judgment or claim, if acceptable to the Lender, deposited with the Lender collateral satisfactory to the Lender to secure the payment of such judgment or claim; or (B) posted a payment bond, or made payment into court of such amount as is necessary to remove such Encumbrance;

- (10) the Security;
- (11) encroachments by the Project or structures thereon over neighbouring lands (including public streets) and minor encroachments by neighbouring lands or structures thereon over the Property, so long as, in the former case, there are written agreements permitting such encroachments;
- (12) subdivision, development, servicing and site plan agreements, undertakings and agreements made pursuant to applicable planning and development legislation, entered into with or made in favour of any Governmental Authority, or public or private utility relating to the Property;
- (13) Leases relating to the Property that have been approved by the Lender or entered into in accordance with this Commitment and notices of them;
- (14) all municipal by-laws and regulations and other municipal land use instruments, including official plans, zoning and building by-laws, restrictive covenants and other land use limitations, public or private, and other restrictions as to the use of the Property;
- (15) the DBC Mortgage, provided that the DBC Priority Agreement satisfactory to the Lender has been executed and delivered to the Lender;
- (16) the Constantine Charge; and
- (17) such other Encumbrances as are agreed to in writing by the Lender.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plans and Specifications” means the plans and specifications (including all structural, architectural, mechanical, electrical, landscape and interior design and specifications) pertaining to the development and Construction of the Project prepared by or at the direction of the Borrower and as approved by the Lender in consultation with the Project Monitor, as amended from time to time with the consent of the Lender.

“Prime Rate” means the annual rate of interest announced from time to time by the Lender as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada and designated by the Lender as its prime rate.

“Prime Rate Loan” means a Loan in Canadian dollars made by the Lender to the Borrower with respect to which interest is to be calculated by reference to the Prime Rate.

“Project Account” means the account maintained by the Borrower with the Lender in respect of which all revenues and expenses relating to the Project (and only the Project) will be paid into and from, as applicable.

“Project Budget” means the budget of all Project Costs which has specified a line by line itemization of Project Costs, including Contingency Amounts, as prepared by the Borrower, reviewed by the Project Monitor and approved by the Lender, as amended from time to time with the consent of the Lender.

“Project Costs” means the aggregate of all Hard Costs and all Soft Costs expended or to be expended to achieve Construction Completion in accordance with the Plans and Specifications and Construction Schedule.

“Project Monitor” means Altus Group as engaged by the Lender to advise and assist the Lender with respect to the Project or any part thereof.

“Project Equity” means, at any time and from time to time, the equity of the Borrower in the Project.

“Purchaser Deposits” means deposits paid by purchasers of Units under the Sales Agreements.

“Release” means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal, and the word **“Released”** has a corresponding meaning.

“Sales Agreements” means purchase and sale agreements in respect of the Units.

“Security” means the documents creating an Encumbrance in favour of the Lender, or any collateral held from time to time by the Lender in each case securing or intended to secure repayment of the Obligations, including all security described herein.

“Soft Costs” means all amounts expended or to be expended in respect of the Project for consultants, architects, taxes, surveys, construction insurance, bonding costs, legal fees, promotions of the Project, financing, leasing, pre-operating costs and all other costs related to the Project except Hard Costs and the cost of acquiring the Property (for greater certainty, Soft Costs includes fees, excluding reimbursements for Hard Costs, payable pursuant to the terms of Consultant Contracts).

“Standard Form Sales Agreement” means the standard form agreement of purchase and sale to be utilized in respect of the sale of the Units, approved as to form by the Lender.

“Tarion” means Tarion Warranty Corporation, its successors and assigns.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Total Completion” means the date on which the Project Monitor is able to deliver the Certificate of Total Completion.

“Undistributed Purchaser Deposits” means, on any given date, the amount, if any, by which \$11,230,000 exceeds the amount of Purchaser Deposits released on or before such date for application to Project Costs (with a negative result being deemed to be zero) and further provided that if at any time DBC pursuant to the terms of the DBC Agreements ceases to release Purchaser Deposits, then until such time as DBC again releases Purchaser Deposits, the Undistributed Purchaser Deposits amount shall be deemed to be zero.

“Unit” means a “unit” (as defined in the Condominium Act) comprising part of the Project for use as a residence, retail space, parking and/or storage together with the common and exclusive use interests appurtenant thereto.



Head Office
5290 Yonge Street
Toronto, ON M2N 5P9
T 416 223 8502
F 416.223.2575
E duca.info@duca.com
www.duca.com

May 4, 2017

Mizrahi (128 Hazelton) Inc.
126 Hazelton Avenue
Toronto, Ontario
M5R 2E5

Attn: Mr. Sam Mizrahi

Reference is made to the commitment letter entered into among, *inter alios*, DUCA Financial Services Credit Union Ltd. (the “**Lender**”), as lender, and Mizrahi (128 Hazelton) Inc. (the “**Borrower**”), as borrower, dated January 27, 2017 (the “**Commitment**”). All capitalized terms used herein shall have the meanings ascribed thereto in the Commitment unless otherwise indicated.

The Lender has approved the following amendments to the Commitment:

1. Under the heading **SOURCES AND USES OF FUNDS**, delete:

SOURCES of FUNDS	\$	%	USES of FUNDS	\$	%
Equity	12,785,000	21.7%	Land	15,653,717	26.6%
Construction Loan	33,460,000	56.9%	Hard Costs	27,152,881	46.2%
Purchaser Deposits	11,230,000	19.1%	Soft Costs	14,250,039	24.2%
Deferred Costs	1,325,000	2.3%	Hard Cost Contingency	1,157,837	2.0%
Rounding			Soft Cost Contingency	585,526	1.0%
TOTAL SOURCES	58,800,000	100%	TOTAL USES	58,800,000	100%

and insert:

SOURCES of FUNDS	\$	%	USES of FUNDS	\$	%
Equity	12,785,000	20.4%	Land	15,292,331	24.4%
Construction Loan	33,460,000	53.3%	Hard Costs	27,296,953	43.5%
Purchaser Deposits	15,230,000	24.3%	Soft Costs	18,452,464	29.4%
Deferred Costs	1,325,000	2.1%	Hard Cost Contingency	1,157,837	1.8%
Rounding			Soft Cost Contingency	600,415	1.0%
TOTAL SOURCES	62,800,000	100%	TOTAL USES	62,800,000	100%

2. Under the heading **AVAILABILITY**, delete reference to “\$58,800,000” in the second paragraph thereof and insert “\$62,800,000” in its place.
3. Under the heading **CONDITIONS PRECEDENT TO FIRST ADVANCE**, delete reference to “\$58,800,000” in subsections (7)(r)(A) and (7)(r)(G) thereof and insert “\$62,800,000” in its place in each instance.

4. Under the heading **CONDITIONS PRECEDENT TO FIRST ADVANCE**, delete reference to "\$11,230,000" in subsections (7)(r)(Y)(ii) and (7)(r)(AA) thereof and insert "\$15,230,000" in its place in each instance.
5. Under the definition of "**Undistributed Purchaser Deposits**", delete reference to "\$11,230,000" and insert "\$15,230,000" in its place.
6. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Borrower and Guarantors irrevocably submit to the non-exclusive jurisdiction of the courts of such Province and acknowledge the competence of such courts and irrevocably agree to be bound by a judgment of any such court.
7. This Amendment is supplemental to and shall be read with and be deemed to be part of the Commitment, which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Commitment in any agreements or documents entered into in connection with the Commitment shall mean the Commitment as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Amendment.
8. All the terms and conditions of the Commitment, except insofar as the same are amended by the express provisions of this Amendment, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Amendment and shall hereafter continue in full force and effect, as amended.
9. This Amendment may be executed in any number of separate counterparts by any one or more of the parties hereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts.

[signature page follows]

A handwritten signature or set of initials, possibly 'B', enclosed in a circular scribble.

Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: _____

Name: Francis S. Sajed

Title: Chief Lending Officer

Per: _____

Name: Greg Romano

Title: Senior Account Manager

AZ
M7

ACCEPTED on: May 4, 2017

MIZRAHI (128 HAZELTON) INC.

Per: _____

Name: Sam Mizrahi

Title: President

The undersigned Guarantors have read, understand and accept the terms and conditions of this Commitment.

ACCEPTED on: May ____, 2017

CONSTANTINE ENTERPRISES INC.

Per: _____

Name:

Title:

MIZRAHI DEVELOPMENTS INC.

Per: _____

Name: Sam Mizrahi

Title: President

Witness

Sam Mizrahi

Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: _____

Name: Francis Sejed

Title: Chief Lending Officer

AE
M7

Per: _____

Name: Greg Romano

Title: Senior Account Manager

ACCEPTED on: May ____, 2017

MIZRAHI (128 HAZELTON) INC.

Per: _____

Name:

Title:

The undersigned Guarantors have read, understand and accept the terms and conditions of this Commitment.

ACCEPTED on: May ^{7th}4, 2017

CONSTANTINE ENTERPRISES INC.

Per: _____

Name:

Title:

MIZRAHI DEVELOPMENTS INC.

Per: _____

Name:

Title:

Witness

Sam Mizrahi



Head Office
5290 Yonge Street
Toronto, ON M2N 5P9
T 416.223-8502
F 416.223.2575
E duca.info@duca.com
www.duca.com

June 19, 2017

Mizrahi (128 Hazelton) Inc.
126 Hazelton Avenue
Toronto, Ontario
M5R 2E5

Attn: Mr. Sam Mizrahi

Reference is made to the commitment letter entered into among, *inter alios*, DUCA Financial Services Credit Union Ltd. (the “**Lender**”), as lender, and Mizrahi (128 Hazelton) Inc. (the “**Borrower**”), as borrower, dated January 27, 2017, as amended by agreement dated May 4, 2017 (collectively, the “**Commitment**”). All capitalized terms used herein shall have the meanings ascribed thereto in the Commitment unless otherwise indicated.

The Lender has approved the following amendments to the Commitment:

1. Effective the date hereof, any reference to “Constantine Enterprises Inc.” is deleted and the definition of “**Corporate Guarantors**” is hereby amended accordingly, in each instance, *mutatis mutandis*.
2. Effective the date hereof, Robert Hiscox is added as a Personal Guarantor and the definition of “**Personal Guarantor**” is hereby amended accordingly, in each instance, *mutatis mutandis*.
3. Under the heading **CONDITIONS PRECEDENT TO FIRST ADVANCE**, delete reference to “which must be addressed to the Lender or accompanied by a transmittal/reliance letter from the Appraiser” at the end of subsection (7)(p).
4. The Borrower shall pay to the Lender an amendment fee in the amount of Fifteen Thousand (\$15,000) Dollars which is payable from the first Advance.
5. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Borrower and Guarantors irrevocably submit to the non-exclusive jurisdiction of the courts of such Province and acknowledge the competence of such courts and irrevocably agree to be bound by a judgment of any such court.
6. This Amendment is supplemental to and shall be read with and be deemed to be part of the Commitment, which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Commitment in any agreements or documents entered into in connection with the Commitment shall mean the Commitment as amended hereby and all

such agreements and documents are also hereby amended *pro tanto* to give effect to this Amendment.

7. All the terms and conditions of the Commitment, except insofar as the same are amended by the express provisions of this Amendment, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Amendment and shall hereafter continue in full force and effect, as amended.
8. This Amendment may be executed in any number of separate counterparts by any one or more of the parties hereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts.

[signature page follows]

Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: _____
Name: Francis F. Sajed
Title: Chief Lending Officer

Per: _____
Name: Greg Romano
Title: Senior Account Manager

ACCEPTED on: June 19, 2017

MIZRAHI (128 HAZELTON) INC.

Per: _____
Name: Sam Mizrahi
Title: President

The undersigned Guarantors have read, understand and accept the terms and conditions of this Commitment.

ACCEPTED on: June 19, 2017

MIZRAHI DEVELOPMENTS INC.

Per: _____
Name: Sam Mizrahi
Title: President

Witness

Sam Mizrahi

Witness

Robert Hiscox

Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: _____

Name: Francis F. Sajed

Title: Chief Lending Officer

Per: _____

Name: Greg Romano

Title: Senior Account Manager

ACCEPTED on: June ____, 2017

MIZRAHI (128 HAZELTON) INC.

Per: _____

Name: Sam Mizrahi

Title: President

The undersigned Guarantors have read, understand and accept the terms and conditions of this Commitment.

ACCEPTED on: June ____, 2017

MIZRAHI DEVELOPMENTS INC.

Per: _____

Name: Sam Mizrahi

Title: President

Witness

Witness

Sam Mizrahi

Robert Hiscox



Head Office
5290 Yonge Street
Toronto, ON M2N 5P9
T 416 223-8502
F 416 223 2575
E duca.info@duca.com
www.duca.com

December 4, 2018

Mizrahi (128 Hazelton) Inc.
126 Hazelton Avenue
Toronto, Ontario
M5R 2E5

Attn: Mr. Sam Mizrahi

Reference is made to the commitment letter entered into among, *inter alios*, DUCA Financial Services Credit Union Ltd. (the “Lender”), as lender, and Mizrahi (128 Hazelton) Inc. (the “Borrower”), as borrower, dated January 27, 2017, as amended by agreements dated May 4, 2017 and June 19, 2017 (collectively, the “Commitment”). All capitalized terms used herein shall have the meanings ascribed thereto in the Commitment unless otherwise indicated.

The Lender has approved the following amendments to the Commitment:

- Under the heading **SOURCES AND USES OF FUNDS**, delete:

SOURCES OF FUNDS	\$	%	USES OF FUNDS	\$	%
Equity	12,785,000	20.4%	Land	15,292,331	24.4%
Construction Loan	33,460,000	53.3%	Hard Costs	27,296,953	43.5%
Purchaser Deposits	15,230,000	24.3%	Soft Costs	18,452,464	29.4%
Deferred Costs	1,325,000	2.1%	Hard Cost Contingency	1,157,837	1.8%
Rounding			Soft Cost Contingency	600,415	1.0%
TOTAL SOURCES	62,800,000	100%	TOTAL USES	62,800,000	100%

and insert:

SOURCES OF FUNDS	\$	%	USES OF FUNDS	\$	%
Equity	12,785,000	19.0%	Land	15,483,943	22.9%
Construction Loan	33,460,000	50.0%	Hard Costs	31,274,734	46.3%
Purchaser Deposits	20,030,000	17.0%	Soft Costs	20,131,560	29.8%
Deferred Costs	1,325,000	0.2%	Hard Cost Contingency	532,380	0.9%
		13%	Soft Cost Contingency	177,383	0.1%
TOTAL SOURCES	67,600,000	100%	TOTAL USES	67,600,000	100%

- The Borrower shall pay to the Lender an amendment fee in the amount of \$500 upon acknowledgement of this Agreement and shall be responsible for all legal fees and disbursements incurred by the Lender in connection with the preparation and negotiation of this Agreement.
- This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

4. This Amendment is supplemental to and shall be read with and be deemed to be part of the Commitment, which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Commitment in any agreements or documents entered into in connection with the Commitment shall mean the Commitment as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Amendment.
5. All the terms and conditions of the Commitment, except insofar as the same are amended by the express provisions of this Amendment, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Amendment and shall hereafter continue in full force and effect, as amended.
6. This Amendment may be executed in any number of separate counterparts by any one or more of the parties hereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts.

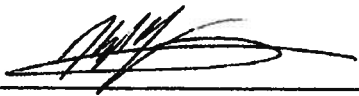
[The remainder of this page is blank. Signature page follows.]

Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: 
Name: Riz Ahmad
Title: Chief Risk Officer

mt
RZ

Per: 
Name: Kyle Yatabe
Title: Senior Account Manager, Corporate Finance

ACCEPTED on: December __, 2018.

MIZRAHI (128 HAZELTON) INC.


Per: 
Name: Sam Mizrahi
Title: President

The undersigned Guarantors have read, understand and accept the terms and conditions of this Commitment.


ACCEPTED on: December 7, 2018

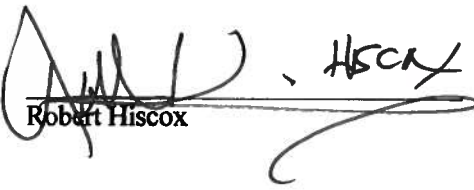
MIZRAHI DEVELOPMENTS INC.

Per: 
Name: Sam Mizrahi
Title: President


Witness


Sam Mizrahi


Witness


Robert Hiscox



Do more. Be more. Achieve more

5255 Yonge Street, 4th Floor, Toronto, ON M2N 6P4 • 416-223-8838 • www.duca.com

June 30, 2020

Mizrahi (128 Hazelton) Inc.
126 Hazelton Avenue
Toronto, Ontario
M5R 2E5

Attention: Sam Mizrahi

Dear Sirs:

Re: DUCA Financial Services Credit Union Ltd. (the "Lender") loan to Mizrahi (128 Hazelton) Inc. (the "Borrower") Guaranteed by Mizrahi Developments Inc., Robert Hiscox and Sam Mizrahi (collectively, the "Guarantors") pursuant to a commitment letter dated January 27, 2017, as amended by letters dated May 4, 2017 and June 19, 2017 (collectively, the "Commitment")

Reference is made to the Commitment. All capitalized terms used herein shall have the meanings ascribed thereto in the Commitment unless otherwise indicated. We confirm our mutual agreement to amend the Commitment as follows:

1. From and after the date hereof, under the heading **MATURITY DATE**, the following text is hereby deleted:

"The Credit Facilities shall mature and any outstanding balance shall become due and payable in full on the earlier of (1) December 31, 2019, subject to an extension for a period of 6 months which may be offered by the Lender in its sole and unfettered discretion which offer shall be conditional upon, among other things at the sole and unfettered discretion of the Lender, there being no Default, the Lender having received evidence that the maturity date of the Constantine Charge is extended by 6 months (such that it is at least two weeks beyond the extended maturity date of the Credit Facilities) and upon payment by the Borrower of the Extension Fee; and (2) the date on which the Lender demands repayment of the Credit Facilities."

and is replaced with:

"The Credit Facilities shall mature and any outstanding balance shall become due and payable in full on the earlier of (1) December 31, 2020, subject to up to 3 extensions for a period of 1 month each which may be offered by the Lender in its sole and unfettered discretion which offer shall be conditional upon, among other things at the sole and unfettered discretion of the Lender, there being no Default, the Lender having received evidence that the maturity date of the Constantine Charge is extended to a date which is at least two weeks beyond the extended maturity date of the Credit Facilities and upon payment by the Borrower of an extension fee of \$5,500 per extension; and (2) the date on which the Lender demands repayment of the Credit Facilities."

A handwritten signature in blue ink, appearing to be 'SM' or similar initials.

2. From and after the date hereof, under the heading **SOURCES AND USES OF FUNDS**, the following text is hereby deleted:

Sources and Uses					
Source	Current	%	Use	Current	%
Construction Loan	33,460,000	53.3%	Land	15,292,331	24.4%
Equity	12,785,000	20.4%	Hard Costs	27,296,953	43.5%
Purchaser Deposits	15,230,000	24.3%	Soft Costs	18,452,464	29.4%
Deferred Costs	1,325,000	2.1%	Hard Cost Contingency	1,157,837	1.8%
			Soft Cost Contingency	600,415	1.0%
Total	62,800,000	100%	Total	62,800,000	100%

and is replaced with:

Sources and Uses					
Source	Current	%	Use	Current	%
Construction Loan	33,460,000	46.0%	Land	15,451,199	21.2%
Equity	19,315,471	26.5%	Hard Costs	36,226,825	49.8%
Purchaser Deposits	11,230,000	15.4%	Soft Costs	12,584,697	17.3%
Additional Deposits	7,434,529	10.2%	Finance Costs	8,081,039	11.1%
Deferred Costs	1,325,000	1.8%	Contingency	421,240	0.6%
Total	72,765,000	100%	Total	72,765,000	100%

3. Under the heading **AVAILABILITY**, delete reference to "\$62,800,000" in the second paragraph thereof and insert "\$72,765,000" in its place.
4. Under the definition of "**Undistributed Purchaser Deposits**", delete reference to "\$15,230,000" and insert "\$18,664,529" in its place.
5. The Borrower shall pay to the Lender an extension fee in the amount of \$33,460 upon acceptance of and as a condition of this Agreement and shall be responsible for all legal fees and disbursements incurred by the Lender in connection with the preparation and negotiation of this Agreement.
6. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Borrower and Guarantors irrevocably submit to the non-exclusive jurisdiction of the courts of such Province and acknowledge the competence of such courts and irrevocably agree to be bound by a judgment of any such court.
7. This Agreement is supplemental to and shall be read with and be deemed to be part of the Commitment, which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Commitment in any agreements or documents entered into in connection with the Commitment shall mean the Commitment as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Agreement.

8. All the terms and conditions of the Commitment and the Security, except insofar as the same are amended by the express provisions of this Agreement, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Agreement and shall hereafter continue in full force and effect, as amended.
9. This Agreement may be executed in any number of separate counterparts by any one or more of the parties hereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]



Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: [Signature]

Name: Kyle Yatabe
Title: Director, Commercial Lending

[Signature]
F.R.

Per: [Signature]

Name: Riz Ahmad
Title: Chief Risk Officer

We have authority to bind the Corporation.

The forgoing is hereby acknowledged and agreed to this 30 day of June, 2020.

MIZRAHI (128 HAZELTON) INC.

Per: [Signature]

Name: Sam Mizrahi
Title: President

I have authority to bind the Corporation.

The forgoing is hereby acknowledged and agreed to by the Guarantors this 30 day of June, 2020.

MIZRAHI DEVELOPMENTS INC.

Per: [Signature]

Name: Sam Mizrahi
Title: President

I have authority to bind the Corporation.

[Signature]
Witness

[Signature]
Sam Mizrahi

[Signature]
Witness

[Signature] **ALSCOX**
Robert Hiscox

FOURTH AMENDMENT TO CREDIT AGREEMENT

THIS AGREEMENT is made as of June 30th, 2020

BETWEEN:

Mizrahi (128 Hazelton) Inc., a corporation incorporated under the laws of Ontario
(the "**Borrower**")

- and -

Mizrahi Developments Inc., a corporation incorporated under the laws of Ontario
(the "**Mizrahi**")

- and

Constantine Enterprises Inc., a corporation incorporated under the laws of Ontario
(the "**Lender**").

- A. The Borrower, the Lender and Mizrahi are parties to a credit agreement dated as of June 19, 2015, as amended by an amendment dated August 13, 2015, and as further amended by an amendment dated May 9, 2017 and as further amended by an amendment dated October 31st, 2018 (as further amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") pursuant to which the
- B. Lender agreed to establish certain credit facilities in favour of the Borrower.
- C. The Parties have agreed to enter into this **FOURTH** Amendment to Credit Agreement pursuant to the terms hereof.

The Parties agree as follows: **Article 1**
INTERPRETATION

1.01 Definitions

In this Agreement, all capitalized terms used but not otherwise defined herein shall have the meanings respectively ascribed thereto in the Credit Agreement.

Article 2 **AMENDMENTS TO THE CREDIT AGREEMENT**

2.01 Amendments

The Credit Agreement is hereby amended as follows:

- (a) Section 1.01 of the Credit Agreement is amended by deleting the definition of "**Maturity Date**" in its entirety and replacing same with the following:

"Maturity Date" means December 31, 2020 ."

**Article 3
CONFIRMATION OF SECURITY**

3.01 Confirmation of Security

The Borrower hereby confirms that the Security given by it to the Lender and registered in the appropriate security registry remains in full force and effect as against it and continues to secure payment and performance of the Obligations under the Credit Documents, including the Credit Agreement, as amended by this Agreement, in accordance with the terms of the documents executed and delivered by it to the Lender that evidence the Security granted by it.

The balance of this page is intentionally left blank.

Two handwritten signatures in black ink, one on the left and one on the right, positioned below the text.

3.02 Supplemental Nature of Agreement

This Agreement is supplemental to and amends the Credit Agreement and the Credit Agreement shall henceforth be read in conjunction with, as amended by, this Agreement, and the Credit Agreement and this Agreement shall henceforth be read, interpreted, construed and have effect so far as it is practicable and all required re-numbering adjustments to Section references shall be deemed to have been made as if all of the provisions of the Credit Agreement and this Agreement were contained in one instrument.

3.03 Ratification and Confirmation of Credit Agreement

The Credit Agreement, as amended by this Agreement, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

Article 4 GENERAL PROVISIONS

4.01 Further Assurances

Each party, upon receipt of Notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

4.02 Assignment

This Agreement may only be assigned in accordance with the assignment provisions in the Credit Agreement.

4.03 Binding Effect

This Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns.

4.04 Governing Law

The laws of Ontario and the laws of Canada applicable in Ontario, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.

4.05 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Agreement.



IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

MIZRAHI (128 HAZELTON) INC.

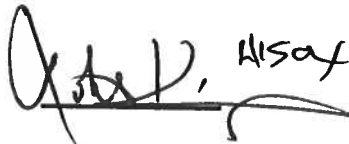
By: 

Sam Mizrahi

Title: President

I/We have authority to bind the Corporation

CONSTANTINE ENTERPRISES INC.

By: 

Title: President & CEO

I/We have authority to bind the Corporation

MIZRAHI DEVELOPMENTS INC.

By: 

Sam Mizrahi

Title: President

I/We have authority to bind the Corporation

[Signature Page to Amendment 4 to Credit Agreement]

January 20, 2021

Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

Attention: Sam Mizrahi

Dear Mr. Mizrahi:

Re: DUCA Financial Services Credit Union Ltd. (the “**Lender**”) loan to Mizrahi (128 Hazelton) Inc. (the “**Borrower**”), guaranteed by Mizrahi Developments Inc. (the “**Corporate Guarantor**”) and Sam Mizrahi and Robert Hiscox (collectively, the “**Personal Guarantors**”) and together with the Corporate Guarantor, the “**Guarantors**”), pursuant to a commitment letter dated January 27, 2017, as amended by a letter agreement dated May 4, 2017, as further amended by a letter agreement dated June 19, 2017, as further amended by a letter agreement dated December 4, 2018, as further amended by a letter agreement dated June 30, 2020 (collectively, the “**Commitment**”)

All capitalized terms used herein shall have the meanings ascribed thereto in the Commitment unless otherwise indicated.

We are pleased to advise that the Lender has approved the following amendments to the Commitment:

1. From and after the date hereof:
 - (a) the first paragraph under the heading “**CREDIT FACILITIES**” set out on Page 1 of the Commitment is hereby deleted and replaced with the following:
 - (1) \$37,460,000 (the “**Construction Commitment**”) demand non-revolving facility (the “**Construction Facility**”);
 - (b) the table set out under the heading “**SOURCES AND USES OF FUNDS**” is hereby deleted and replaced with the following:

Sources & Uses					
Sources	\$	%	Uses	\$	%
Construction Loan	37,460,000	49	Land	15,506,002	20
Land & Cash Equity	13,100,000	17	Hard Costs	38,634,622	51
Additional Equity	7,840,044	10	Soft Costs	12,854,151	17
Purchaser Deposits	16,439,956	22	Finance Costs	8,736,477	11
Deferred Costs	1,325,000	2	Contingency	433,748	1
TOTAL	76,165,000	100	TOTAL	76,165,000	100

- (c) the paragraph under the heading “**MATURITY DATE**” set out on Page 2 of the Commitment is hereby deleted and replaced with the following:

The Credit Facilities shall mature and any outstanding balance shall become due and payable in full on the earlier of (1) March 31, 2021, subject to one (1) three (3) month extension which may be offered by the Lender in its sole and unfettered discretion which offer shall be conditional upon, *inter alia*, there having been no Default under the Commitment and/or the Loan Documents and upon payment by the Borrower of the Extension Fee and (2) the date on which the Lender demands repayment of the Credit Facilities.

(d) the second paragraph under the heading "**AVAILABILITY**" on Page 6 of the Commitment is hereby amended replacing "\$72,765,000" with "\$76,165,000";

(e) the definition of "Construction Lien Act" set out on Page 40 of the Commitment is hereby deleted in its entirety and replaced as follows:

"Construction Lien Act" means the *Construction Act* (Ontario) and any successor legislation in effect from time to time.

(f) the definition of "Extension Fee" set out on Page 43 of the Commitment is hereby deleted in its entirety and replaced as follows:

"Extension Fee" means a fee of \$12,400 per month for each month that the Credit Facilities are outstanding beyond March 31, 2021, which fee is fully earned and payable on the first day of each month commencing April 1, 2021, and is to be debited from the Project Account and otherwise secured by the Security.

(g) the definition of "Minimum Required Equity" set out on Page 46 of the Commitment is hereby deleted in its entirety and replaced as follows:

"Minimum Required Equity" means an amount of Project Equity equal to the sum of:

(1) \$20,940,044; and

(2) Cost Overruns funded by the Borrower and/or the Guarantors.

(h) the definition of "**Undistributed Purchaser Deposits**" set out on Page 50 of the Commitment is hereby amended by replacing "\$18,664,529" with "\$16,439,956".

2. The Loan and this Amendment shall be further secured by:

(a) an agreement amending the Charge to increase the principal amount to \$38,000,000;

(b) an acknowledgement and confirmation by the Borrower and the Guarantors confirming that, *inter alia*, certain existing Security in favour of the Lender as set out in the Commitment shall continue to secure all present and future obligations of the Borrower and the Guarantors to the Lender, including, without limitation, the following:

i. a general security agreement given by the Borrower to the Lender providing a first priority security interest over all the present and future assets, property and undertaking of the Borrower (other than Purchaser Deposits, in which case the security interest created by the general security agreement shall form a second priority interest thereon, subject only to any security interest in favour of DBC) including, plans, contracts, drawings, agreements, permits, approvals, equipment, receivables, inventory and intellectual property;

ii. a first ranking general assignment of leases and rents and revenues from the Property given by the Borrower in favour of the Lender;

- iii. an assignment of the Borrower's insurance policies given by the Borrower in favour of the Lender;
 - iv. a cash collateral account given by the Borrower in favour of the Lender pledging term deposits and/or guaranteed investment certificates if and when required by this Commitment to cash collateralize Letters of Credit;
 - v. an indemnification agreement given by the Borrower in favour of the Lender in respect of any Letters of Credit issued;
 - vi. an assignment of the Material Project Agreements given by the Borrower in favour of the Lender;
 - vii. an assignment of the Construction Management Agreement given by the Borrower to the Lender;
 - viii. an assignment of the Borrower's rights under the Sales Agreements, as may be amended, modified or restated from time to time, together with the Purchaser Deposits (subject, in the case of the Purchaser Deposits only, to any prior security interest of DBC) given by the Borrower in favour of the Lender;
 - ix. an assignment of the Construction Contracts given by the Borrower in favour of the Lender;
 - x. the unconditional joint and several guarantee and postponement of claim given by the Guarantors of all Obligations owing by the Borrower to the Lender;
 - xi. a joint and several environmental indemnity given by the Borrower and Guarantors in favour of the Lender;
 - xii. a joint and several debt service, cost overrun and completion undertaking and guarantee given by the Borrower and the Guarantors in favour of the Lender;
 - xiii. a negative covenant given by the Borrower, the Guarantors and shareholders confirming that they will not withdraw equity from the Project until the Loan is repaid in full;
 - xiv. an irrevocable direction by the Borrower to its solicitors (acknowledged by such solicitors) to forward (a) all Purchaser Deposits released by DBC and (b) all Net Closing Proceeds to the Lender for, in the case of (a), deposit to the Project Account for use in payment of the Project Costs and (b), repayment of the Loans, it being understood that such solicitors shall have no obligation to ensure the payment of the Project Costs;
 - xv. a standstill, subordination, postponement, and assignment of claim given by Constantine Enterprises Inc. in favour of the Lender; and
 - xvi. the DBC Priority Agreement.
- (c) if applicable, such other standstills, subordinations, postponements and assignments of claim to be given by any shareholder or stakeholder of the Borrower and any other Person the Lender may designate, acting reasonably; and
- (d) such other security as the Lender or its solicitors require, which is contemplated by this Amendment or which security more fully gives effect to the security contemplated by this Amendment.

3. This Amendment is subject to and conditional upon satisfaction of the following conditions on or before January 31, 2021:
 - (a) duly executed copies of the Security set out in paragraph 2 of this Amendment, registered where required;
 - (b) a renewal certificate or binder of insurance, as applicable, satisfactory to the Lender and its Consultant;
 - (c) confirmation that all Taxes are current;
 - (d) a duly executed copy of this Amendment, together with receipt of the (i) amendment fee of \$40,000 and (ii) extension fee of \$33,400;
 - (e) a satisfactory report from the Project Monitor containing confirmation of the Minimum Required Equity;
 - (f) evidence that the maturity date of the Constantine Charge has been extended to July 15, 2021;
 - (g) receipt of an agreement in favour of the Lender from Constantine Enterprises Inc. to provide partial discharges of the Units without payment provided that the Lender is repaid from the net closing proceeds from the sale of such Units satisfactory to the Lender and its solicitors;
 - (h) receipt of an agreement to amend the DBC Priority Agreement to provide for the increase to the priority in favour of the Lender over the DBC Mortgage to the principal amount of \$38,000,000 satisfactory to the Lender and its solicitors;
 - (i) the Borrower's solicitor's corporate and enforceability opinion in respect of the Borrower and the Corporate Guarantor, satisfactory to the Lender and its solicitors;
 - (j) a legal opinion from the Lender's solicitors satisfactory to the Lender confirming based on title insurance that (i) the Borrower has good and marketable title to the Property and (ii) the Charge, as amended by this Amendment, continues to constitute a good and valid first charge on the Property; and
 - (k) such other information, documentation, opinions and registrations as the Lender or its solicitors may request.
4. The Borrower shall be responsible for all legal fees and disbursements incurred by the Lender in connection with the preparation and negotiation of this Amendment, including without limitation, the cost of the insurance Consultant retained by the Lender to review the Borrower's insurance coverage to ensure that it meets the Lender's requirements.
5. This Amendment shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.
6. This Amendment is supplemental to and shall be read with and be deemed to be part of the Commitment, which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Commitment in any agreements or documents entered into in connection with the Commitment shall mean the Commitment as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Amendment.

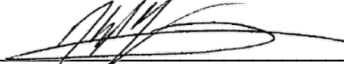
7. All the terms and conditions of the Commitment, except insofar as the same are amended by the express provisions of this Amendment, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Amendment and shall hereafter continue in full force and effect, as amended.
8. This Amendment may be executed in any number of separate counterparts by any one or more of the parties hereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts.

[THE REMAINDER OF THIS PAGE IS BLANK. SIGNATURE PAGE FOLLOWS.]



Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: 

Name: Kyle Yatabe
Title: Director, Corporate Finance

dw

Per: 

Name: Riz Ahmad
Title: Chief Risk Officer

SB

I/We have authority to bind the Corporation.

Address for Service:
5255 Yonge Street, 4th Floor
Toronto, Ontario M2N 6P4
E-Mail: commercialadmin@duca.com

ACCEPTED as of: January 21, 2021.

MIZRAHI (128 HAZELTON) INC.

Per: 

Name: Sam Mizrahi
Title: President

I have authority to bind the Corporation.

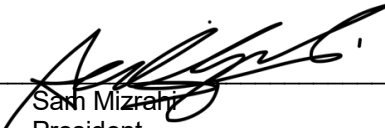
Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

E-Mail: sam@mizrahicorp.com

The undersigned Guarantors have read, understand and accept the terms and conditions of this Amendment.

ACCEPTED as of: January 21, 2021.

MIZRAHI DEVELOPMENTS INC.


Per: 

Name: Sam Mizrahi
Title: President

I have authority to bind the Corporation.

Address for Service:
189 Forest Hill Road
Toronto, Ontario M5P 2N3

E-Mail: sam@mizrahicorp.com



Witness



Sam Mizrahi

Address for Service:
189 Forest Hill Road
Toronto, Ontario M5P 2N3

E-Mail: sam@mizrahicorp.com



Witness



Robert Hiscox

Address for Service:
36 Berryman Street
Toronto, Ontario M5R 1M6

E-Mail: robert@hiscox.org

June 30, 2021

Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

Attention: Sam Mizrahi

Dear Mr. Mizrahi:

Re: DUCA Financial Services Credit Union Ltd. (the “**Lender**”) loan to Mizrahi (128 Hazelton) Inc. (the “**Borrower**”), guaranteed by Mizrahi Developments Inc. (the “**Corporate Guarantor**”) and Sam Mizrahi and Robert Hiscox (collectively, the “**Personal Guarantors**”) and together with the Corporate Guarantor, the “**Guarantors**”), pursuant to a commitment letter dated January 27, 2017, as amended by a letter agreement dated May 4, 2017, as further amended by a letter agreement dated June 19, 2017, as further amended by a letter agreement dated December 4, 2018, as further amended by a letter agreement dated June 30, 2020, as further amended by a letter agreement dated January 20, 2021 (collectively, the “**Commitment**”)

All capitalized terms used herein shall have the meanings ascribed thereto in the Commitment unless otherwise indicated.

We are pleased to advise that the Lender has approved the following amendments to the Commitment:

1. From and after the date hereof:
 - (a) The paragraph under the heading “**MATURITY DATE**” set out on Page 2 of the Commitment is hereby deleted and replaced with the following:

“The Credit Facilities shall mature and any outstanding balance shall become due and payable in full on the earlier of (1) November 30, 2021, subject to one (1) three (3) month extension which may be offered by the Lender in its sole and unfettered discretion which offer shall be conditional upon, *inter alia*, there having been no Default under the Commitment and/or the Loan Documents and upon payment by the Borrower of an extension fee of \$20,000 and (2) the date on which the Lender demands repayment of the Credit Facilities.”
 - (b) The table set out under the heading “**SOURCES AND USES OF FUNDS**” is hereby deleted and replaced with the following:

Sources & Uses					
Sources	\$	%	Uses	\$	%
Construction Loan	37,460,000	46	Land	15,692,920	19
Land & Cash Equity	13,100,000	16	Hard Costs	41,747,742	52
Additional Equity	12,529,044	15	Soft Costs	13,111,909	16
Purchaser Deposits	16,439,956	20	Finance Costs	10,168,526	13
Deferred Costs	1,325,000	2	Contingency	132,903	0
TOTAL	80,854,000	100	TOTAL	80,854,000	100

- (c) The definition of "Minimum Required Equity" set out on Page 46 of the Commitment is hereby deleted in its entirety and replaced as follows:

"Minimum Required Equity" means an amount of Project Equity equal to the sum of:

- (1) \$25,629,044; and
- (2) Cost Overruns funded by the Borrower and/or the Guarantors.


- (d) References to "\$76,165,000" are hereby deleted and replaced with "\$80,854,000".
- (e) The definition of "Extension Fee" set out on Page 43 of the Commitment is hereby deleted in its entirety.

2. Interest due on the Construction Facility and the Swingline Facility on October 1, 2021, and November 1, 2021, for the period commencing September 1, 2021, to and including November 1, 2021, shall be capitalized to the Construction Facility on such payment due dates provided that the unadvanced amount of the Construction Facility (for greater certainty unadvanced amount as reduced by any capitalized interest), Undistributed Purchaser Deposits, Deferred Costs and remaining Offsetting Income less Holdbacks and unpaid payables being equal to the Cost-to-Complete. Any shortfall shall be met by the Borrower injecting additional cash equity on a 1:1 basis.
3. The Borrower shall pay to the Lender an extension fee in the amount of \$30,000 which fee is earned as of the date hereof, secured by the security delivered in connection with the Commitment and payable on or before September 15, 2021.
4. The Borrower shall be responsible for all legal fees and disbursements incurred by the Lender in connection with the preparation and negotiation of this Agreement.
5. The Borrower shall be responsible for all legal fees and disbursements incurred by the Lender in connection with the preparation and negotiation of this Amendment, including without limitation, the cost of the insurance Consultant retained by the Lender to review the Borrower's insurance coverage to ensure that it meets the Lender's requirements.
6. This Amendment shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.
7. This Amendment is supplemental to and shall be read with and be deemed to be part of the Commitment, which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Commitment in any agreements or documents entered into in connection with the Commitment shall mean the Commitment as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Amendment.
8. All the terms and conditions of the Commitment, except insofar as the same are amended by the express provisions of this Amendment, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Amendment and shall hereafter continue in full force and effect, as amended.
9. This Amendment may be executed in any number of separate counterparts by any one or more of the parties hereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts.

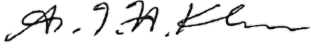
[THE REMAINDER OF THIS PAGE IS BLANK. SIGNATURE PAGE FOLLOWS.]

Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: 
Name: Kyle Yatabe
Title: AVP, Corporate Finance



SB Per: 
Name: Riz Ahmad Imran H Khan
Title: Chief Risk Officer VP, Commercial Credit

We have authority to bind the Corporation.

Address for Service:
5255 Yonge Street, 4th Floor
Toronto, Ontario M2N 6P4
E-Mail: commercialadmin@duca.com

ACCEPTED as of: June 30, 2021.

MIZRAHI (128 HAZELTON) INC.

Per: 
Name: Sam Mizrahi
Title: President

I have authority to bind the Corporation.

Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

E-Mail: sam@mizrahicorp.com

The undersigned Guarantors have read, understand and accept the terms and conditions of this Amendment.

ACCEPTED as of: June 30, 2021.

MIZRAHI DEVELOPMENTS INC.

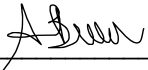
Per: 
Name: Sam Mizrahi
Title: President

I have authority to bind the Corporation.


Address for Service:
189 Forest Hill Road
Toronto, Ontario M5P 2N3

E-Mail: sam@mizrahicorp.com





Witness




Sam Mizrahi

Address for Service:
189 Forest Hill Road
Toronto, Ontario M5P 2N3

E-Mail: sam@mizrahicorp.com

Witness

 Hiscox

Robert Hiscox

Address for Service:
36 Berryman Street
Toronto, Ontario M5R 1M6

E-Mail: robert@hiscox.org



February 28, 2022

Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

Attention: Sam Mizrahi

Dear Mr. Mizrahi:

Re: DUCA Financial Services Credit Union Ltd. (the “**Lender**”) loan to Mizrahi (128 Hazelton) Inc. (the “**Borrower**”), guaranteed by Mizrahi Developments Inc. (the “**Corporate Guarantor**”) and Sam Mizrahi and Robert Hiscox (collectively, the “**Personal Guarantors**”) and together with the Corporate Guarantor, the “**Guarantors**”), pursuant to a commitment letter dated January 27, 2017, as amended by a letter agreement dated May 4, 2017, as further amended by a letter agreement dated June 19, 2017, as further amended by a letter agreement dated December 4, 2018, as further amended by a letter agreement dated June 30, 2020, as further amended by a letter agreement dated January 20, 2021, as further amended by a letter agreement dated June 30, 2021 (collectively, the “**Commitment**”)

All capitalized terms used herein shall have the meanings ascribed thereto in the Commitment unless otherwise indicated.

We are pleased to advise that the Lender has approved the following amendments to the Commitment:

1. From and after the date hereof:
 - (a) The paragraph under the heading “**MATURITY DATE**” set out on Page 2 of the Commitment is hereby deleted and replaced with the following:

“The Credit Facilities shall mature and any outstanding balance shall become due and payable in full on the earlier of (1) March 31, 2022, subject to three (3) one (1) month extensions each of which may be offered by the Lender in its sole and unfettered discretion and shall be conditional upon, *inter alia*, there having been no Default under the Commitment and/or the Loan Documents and upon payment by the Borrower of an extension fee of \$15,000 for each one (1) month extension and (2) the date on which the Lender demands repayment of the Credit Facilities.”
2. The Borrower shall pay to the Lender an extension fee in the amount of \$15,000 which fee is earned as of the date hereof, secured by the security delivered in connection with the Commitment and payable on or before March 18, 2022.
3. The Borrower shall be responsible for all legal fees and disbursements incurred by the Lender in connection with the preparation and negotiation of this Agreement.
4. This Amendment shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.



5. This Amendment is supplemental to and shall be read with and be deemed to be part of the Commitment, which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Commitment in any agreements or documents entered into in connection with the Commitment shall mean the Commitment as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Amendment.
6. All the terms and conditions of the Commitment, except insofar as the same are amended by the express provisions of this Amendment, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Amendment and shall hereafter continue in full force and effect, as amended.
7. This Amendment may be executed in any number of separate counterparts by any one or more of the parties hereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts.

[THE REMAINDER OF THIS PAGE IS BLANK. SIGNATURE PAGE FOLLOWS.]

Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: 
Name: Kyle Yatabe
Title: AVP, Construction Finance

 Per: 
Name: Imran H Khan
Title: VP, Commercial Credit

We have authority to bind the Corporation.

Address for Service:
5255 Yonge Street, 4th Floor
Toronto, Ontario M2N 6P4
E-Mail: commercialadmin@duca.com

ACCEPTED as of the date first written above.

MIZRAHI (128 HAZELTON) INC.

Per: 
Name: Sam Mizrahi
Title: President

I have authority to bind the Corporation.

Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4
E-Mail: sam@mizrahicorp.com

The undersigned Guarantors have read, understand and accept the terms and conditions of this Amendment.


ACCEPTED as of the date first written above.

MIZRAHI DEVELOPMENTS INC.

Per: 
Name: Sam Mizrahi
Title: President

I have authority to bind the Corporation.

Address for Service:
189 Forest Hill Road
Toronto, Ontario M5P 2N3
E-Mail: sam@mizrahicorp.com


Witness  _____

 _____
Sam Mizrahi

Address for Service:
189 Forest Hill Road
Toronto, Ontario M5P 2N3

E-Mail: sam@mizrahicorp.com

Witness _____

 _____
Robert Hiscox

Address for Service:
36 Berryman Street
Toronto, Ontario M5R 1M6

E-Mail: robert@hiscox.org

Dated as of June 30, 2022

Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

Attention: Sam Mizrahi

Dear Mr. Mizrahi:

Re: DUCA Financial Services Credit Union Ltd. (the “**Lender**”) loan to Mizrahi (128 Hazelton) Inc. (the “**Borrower**”), guaranteed by Mizrahi Developments Inc. (the “**Corporate Guarantor**”) and Sam Mizrahi and Robert Hiscox (collectively, the “**Personal Guarantors**”) and together with the Corporate Guarantor, the “**Guarantors**”), pursuant to a commitment letter dated January 27, 2017, as amended by a letter agreement dated May 4, 2017, as further amended by a letter agreement dated June 19, 2017, as further amended by a letter agreement dated December 4, 2018, as further amended by a letter agreement dated June 30, 2020, as further amended by a letter agreement dated January 20, 2021, as further amended by a letter agreement dated June 30, 2021, as further amended by a letter agreement dated February 28, 2022 (collectively, the “**Commitment**”)

All capitalized terms used herein shall have the meanings ascribed thereto in the Commitment unless otherwise indicated.

We are pleased to advise that the Lender has approved the following amendments to the Commitment:

1. From and after the date hereof, the paragraph under the heading “**MATURITY DATE**” set out on Page 2 of the Commitment is hereby deleted and replaced with the following:

“The Credit Facilities shall mature and any outstanding balance shall become due and payable in full on the earlier of: (1) August 31, 2022, subject to two (2) one (1) month extensions each of which may be offered by the Lender in its sole and unfettered discretion and shall be conditional upon, *inter alia*, there having been no Default under the Commitment and/or the Loan Documents and upon payment by the Borrower of an extension fee of \$25,000 for the first extension and \$30,000 for the second and final extension; and (2) the date on which the Lender demands repayment of the Credit Facilities.”
2. The Borrower shall pay to the Lender an extension fee in the amount of \$35,000 which fee is earned as of the date hereof, secured by the security delivered in connection with the Commitment and payable on or before August 17, 2022.
3. The Borrower shall be responsible for all legal fees and disbursements incurred by the Lender in connection with the preparation and negotiation of this Agreement.
4. This Amendment shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

5. This Amendment is supplemental to and shall be read with and be deemed to be part of the Commitment, which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Commitment in any agreements or documents entered into in connection with the Commitment shall mean the Commitment as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Amendment.
6. All the terms and conditions of the Commitment, except insofar as the same are amended by the express provisions of this Amendment, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Amendment and shall hereafter continue in full force and effect, as amended.
7. This Amendment may be executed in any number of separate counterparts by any one or more of the parties hereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts.

[THE REMAINDER OF THIS PAGE IS BLANK. SIGNATURE PAGE FOLLOWS.]

Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: 

Name: Kyle Yatabe
Title: Vice President, Commercial Banking, Construction & Leasing



Per: *RAhmad*

SB

Name: Riz Ahmad
Title: Chief Risk Officer

We have authority to bind the Corporation.

Address for Service:
5255 Yonge Street, 4th Floor
Toronto, Ontario M2N 6P4
E-Mail: commercialadmin@duca.com

ACCEPTED as of the date first written above.

MIZRAHI (128 HAZELTON) INC.

Per: 

Name: Sam Mizrahi
Title: President

I have authority to bind the Corporation.

Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

E-Mail: sam@mizrahicorp.com

The undersigned Guarantors have read, understand and accept the terms and conditions of this Amendment.

ACCEPTED as of the date first written above.

MIZRAHI DEVELOPMENTS INC.


Per: 

Name: Sam Mizrahi
Title: President

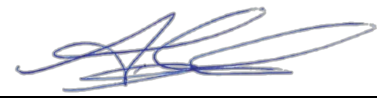
I have authority to bind the Corporation.

Address for Service:
189 Forest Hill Road
Toronto, Ontario M5P 2N3

E-Mail: sam@mizrahicorp.com




Witness



Sam Mizrahi

Address for Service:
189 Forest Hill Road
Toronto, Ontario M5P 2N3

E-Mail: sam@mizrahicorp.com



Witness



Robert Hiscox

Address for Service:
36 Berryman Street
Toronto, Ontario M5R 1M6

E-Mail: robert@hiscox.org



Do more. Be more. Achieve more

5255 Yonge Street, 4th Floor, Toronto, ON M2N 6P4 • 416-223-8838 • www.duca.com

Dated as of October 31, 2022

Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

Attention: Sam Mizrahi

Dear Mr. Mizrahi:

Re: DUCA Financial Services Credit Union Ltd. (the “**Lender**”) loan to Mizrahi (128 Hazelton) Inc. (the “**Borrower**”), guaranteed by Mizrahi Developments Inc. (the “**Corporate Guarantor**”) and Sam Mizrahi and Robert Hiscox (collectively, the “**Personal Guarantors**”) and together with the Corporate Guarantor, the “**Guarantors**”), pursuant to a commitment letter dated January 27, 2017, as amended by a letter agreement dated May 4, 2017, as further amended by a letter agreement dated June 19, 2017, as further amended by a letter agreement dated December 4, 2018, as further amended by a letter agreement dated June 30, 2020, as further amended by a letter agreement dated January 20, 2021, as further amended by a letter agreement dated June 30, 2021, as further amended by a letter agreement dated February 28, 2022, as further amended by a letter agreement dated June 30, 2022 (collectively, the “**Commitment**”)

All capitalized terms used herein shall have the meanings ascribed thereto in the Commitment unless otherwise indicated.

We are pleased to advise that the Lender has approved the following amendments to the Commitment:

1. From and after the date hereof, the paragraph under the heading “**MATURITY DATE**” set out on Page 2 of the Commitment is hereby deleted and replaced with the following:

“The Credit Facilities shall mature and any outstanding balance shall become due and payable in full on the earlier of: (1) November 30, 2022, subject to two (2) one (1) month extensions each of which may be offered by the Lender in its sole and unfettered discretion and shall be conditional upon, *inter alia*: (i) there having been no Default under the Commitment and/or the Loan Documents; (ii) upon payment by the Borrower of an extension fee of \$30,000 at the time of the first extension which fee shall be reduced to \$15,000 in the event that the principal amount of the Credit Facilities is permanently reduced by \$3,900,000 on or before December 12, 2022, and an extension fee of \$30,000 at the time of the second and final extension which fee shall be reduced to \$10,000 in the event that the principal amount of the Credit Facilities is permanently reduced by \$3,900,000 on or before December 12, 2022, and by a further \$3,500,000 on or before December 31, 2022; and (2) the date on which the Lender demands repayment of the Credit Facilities.”
2. The Borrower shall pay to the Lender an extension fee in the amount of \$30,000 which fee is earned as of the date hereof, secured by the security delivered in connection with the Commitment and payable on or before December 12, 2022, provided that in the event that the principal amount of the Credit Facilities is permanently reduced by \$3,900,000 on or before December 12, 2022, such extension fee shall be reduced to \$20,000.
3. The Borrower shall be responsible for all legal fees and disbursements incurred by the Lender in connection with the preparation and negotiation of this Agreement.

4. This Amendment shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.
5. This Amendment is supplemental to and shall be read with and be deemed to be part of the Commitment, which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Commitment in any agreements or documents entered into in connection with the Commitment shall mean the Commitment as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Amendment.
6. All the terms and conditions of the Commitment, except insofar as the same are amended by the express provisions of this Amendment, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Amendment and shall hereafter continue in full force and effect, as amended.
7. This Amendment may be executed in any number of separate counterparts by any one or more of the parties hereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts.

[THE REMAINDER OF THIS PAGE IS BLANK. SIGNATURE PAGE FOLLOWS.]

Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: 
Name: Kyle Yatabe
Title: VP, Commercial Banking, Construction & Leasing

RG
AM


Per: *RAhmad*
Name: Riz Ahmad
Title: Chief Risk Officer

We have authority to bind the Corporation.

Address for Service:
5255 Yonge Street, 4th Floor
Toronto, Ontario M2N 6P4
E-Mail: commercialadmin@duca.com

ACCEPTED as of the date first written above.

MIZRAHI (128 HAZELTON) INC.

Per: 
Name: Sam Mizrahi
Title: President

I have authority to bind the Corporation.


Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

E-Mail: sam@mizrahicorp.com

The undersigned Guarantors have read, understand and accept the terms and conditions of this Amendment.

ACCEPTED as of the date first written above.

MIZRAHI DEVELOPMENTS INC.

Per: 
Name: Sam Mizrahi
Title: President

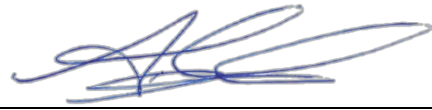
I have authority to bind the Corporation.

Address for Service:
189 Forest Hill Road
Toronto, Ontario M5P 2N3

E-Mail: sam@mizrahicorp.com



Witness



Sam Mizrahi

Address for Service:
189 Forest Hill Road
Toronto, Ontario M5P 2N3

E-Mail: sam@mizrahicorp.com

Witness

Robert Hiscox

Address for Service:
36 Berryman Street
Toronto, Ontario M5R 1M6

E-Mail: robert@hiscox.org



Do more. Be more. Achieve more

5255 Yonge Street, 4th Floor, Toronto, ON M2N 6P4 • 416-223-8838 • www.duca.com

Dated as of January 31, 2023

Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

Attention: Sam Mizrahi

Dear Mr. Mizrahi:

Re: DUCA Financial Services Credit Union Ltd. (the “**Lender**”) loan to Mizrahi (128 Hazelton) Inc. (the “**Borrower**”), guaranteed by Mizrahi Developments Inc. (the “**Corporate Guarantor**”) and Sam Mizrahi and Robert Hiscox (collectively, the “**Personal Guarantors**”) and together with the Corporate Guarantor, the “**Guarantors**”), pursuant to a commitment letter dated January 27, 2017, as amended by a letter agreement dated May 4, 2017, as further amended by a letter agreement dated June 19, 2017, as further amended by a letter agreement dated December 4, 2018, as further amended by a letter agreement dated June 30, 2020, as further amended by a letter agreement dated January 20, 2021, as further amended by a letter agreement dated June 30, 2021, as further amended by a letter agreement dated February 28, 2022, as further amended by a letter agreement dated June 30, 2022, as further amended by a letter agreement dated October 31, 2022 (collectively, the “**Commitment**”)

All capitalized terms used herein shall have the meanings ascribed thereto in the Commitment unless otherwise indicated.

We are pleased to advise that the Lender has approved the following amendments to the Commitment:

1. From and after the date hereof, the paragraph under the heading “**MATURITY DATE**” set out on Page 2 of the Commitment is hereby deleted and replaced with the following:

“The Credit Facilities shall mature and any outstanding balance shall become due and payable in full on the earlier of: (1) March 31, 2023, subject to one (1) extension for one (1) month which may be offered by the Lender in its sole and unfettered discretion and shall be conditional upon, *inter alia*: (i) there having been no Default under the Commitment and/or the Loan Documents; (ii) upon payment by the Borrower of an extension fee of \$5,000 on or before March 31, 2023; and (2) the date on which the Lender demands repayment of the Credit Facilities.”
2. The Borrower shall pay to the Lender an extension fee in the amount of \$10,000 which fee is earned as of the date hereof, secured by the security delivered in connection with the Commitment and payable on or before March 10, 2023.
3. The Borrower shall be responsible for all legal fees and disbursements incurred by the Lender in connection with the preparation and negotiation of this Agreement.
4. This Amendment shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.


5. This Amendment is supplemental to and shall be read with and be deemed to be part of the Commitment, which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Commitment in any agreements or documents entered into in connection with the Commitment shall mean the Commitment as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Amendment.
6. All the terms and conditions of the Commitment, except insofar as the same are amended by the express provisions of this Amendment, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Amendment and shall hereafter continue in full force and effect, as amended.
7. This Amendment may be executed in any number of separate counterparts by any one or more of the parties hereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts.

[THE REMAINDER OF THIS PAGE IS BLANK. SIGNATURE PAGE FOLLOWS.]


Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

rg

Per: 
Name: Kyle Yatabe
Title: VP, Commercial Banking, Construction & Leasing

sk

Per: 
Name: Imran Khan
Title: VP Commercial Credit

We have authority to bind the Corporation.

Address for Service:
5255 Yonge Street, 4th Floor
Toronto, Ontario M2N 6P4
E-Mail: commercialadmin@duca.com

ACCEPTED as of the date first written above.

MIZRAHI (128 HAZELTON) INC.

Per: 
Name: Sam Mizrahi
Title: President

I have authority to bind the Corporation.

Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

E-Mail: sam@mizrahicorp.com

The undersigned Guarantors have read, understand and accept the terms and conditions of this Amendment.

ACCEPTED as of the date first written above.

MIZRAHI DEVELOPMENTS INC.

Per: 
Name: Sam Mizrahi
Title: President

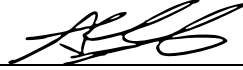
I have authority to bind the Corporation.

Address for Service:
189 Forest Hill Road
Toronto, Ontario M5P 2N3

E-Mail: sam@mizrahicorp.com



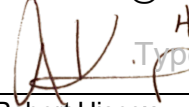
Witness Amanda Brown



Sam Mizrahi

Address for Service:
189 Forest Hill Road
Toronto, Ontario M5P 2N3

E-Mail: sam@mizrahicorp.com



Hiscox
.Type text here

Robert Hiscox



Witness Chris Donlan

Address for Service:
36 Berryman Street
Toronto, Ontario M5R 1M6

E-Mail: robert@hiscox.org

Effective as of April 30, 2023

Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

Attention: Sam Mizrahi

Dear Mr. Mizrahi:

Re: DUCA Financial Services Credit Union Ltd. (the “**Lender**”) loan to Mizrahi (128 Hazelton) Inc. (the “**Borrower**”), guaranteed by Mizrahi Developments Inc. (the “**Corporate Guarantor**”) and Sam Mizrahi and Robert Hiscox (collectively, the “**Personal Guarantors**”) and together with the Corporate Guarantor, the “**Guarantors**”), pursuant to a commitment letter dated January 27, 2017, as amended by a letter agreement dated May 4, 2017, as further amended by a letter agreement dated June 19, 2017, as further amended by a letter agreement dated December 4, 2018, as further amended by a letter agreement dated June 30, 2020, as further amended by a letter agreement dated January 20, 2021, as further amended by a letter agreement dated June 30, 2021, as further amended by a letter agreement dated February 28, 2022, as further amended by a letter agreement dated June 30, 2022, as further amended by a letter agreement dated October 31, 2022, as further amended by a letter agreement dated January 31, 2023 (collectively, the “**Commitment**”)

All capitalized terms used herein shall have the meanings ascribed thereto in the Commitment unless otherwise indicated.

We are pleased to advise that the Lender has approved the following amendments to the Commitment:

1. From and after the date hereof, the paragraph under the heading “**MATURITY DATE**” set out on Page 2 of the Commitment is hereby deleted and replaced with the following:

“The Credit Facilities shall mature and any outstanding balance shall become due and payable in full on the earlier of: (1) May 31, 2023, subject to four (4) extensions to the Maturity Date for one (1) month each, each of which may be offered by the Lender in its sole and unfettered discretion and shall be conditional upon, *inter alia*: (i) there having been no Default under the Commitment and/or the Loan Documents; (ii) payment by the Borrower to the Lender of an extension fee of \$5,000 per extension on or before the last Business Day prior to the Maturity Date, as extended from time to time; and (2) the date on which the Lender demands repayment of the Credit Facilities.”
2. The Borrower shall pay to the Lender an extension fee in the amount of \$5,000, which fee is earned as of the date hereof, secured by the security delivered in connection with the Commitment and payable on or before May 5, 2023.
3. The Borrower shall be responsible for all legal fees and disbursements incurred by the Lender in connection with the preparation and negotiation of this Agreement.
4. This Amendment shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-

exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

5. This Amendment is supplemental to and shall be read with and be deemed to be part of the Commitment, which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Commitment in any agreements or documents entered into in connection with the Commitment shall mean the Commitment as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Amendment.
6. All the terms and conditions of the Commitment, except insofar as the same are amended by the express provisions of this Amendment, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Amendment and shall hereafter continue in full force and effect, as amended.
7. This Amendment may be executed in any number of separate counterparts by any one or more of the parties hereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopier, PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts.


[THE REMAINDER OF THIS PAGE IS BLANK. SIGNATURE PAGE FOLLOWS.]

Yours truly,

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: 
 Name: Kyle Yatabe
 Title: VP, Commercial Banking, Construction & Leasing

rg
CZ

Per: 
 Name: Imran Khan
 Title: VP, Commercial Credit

We have authority to bind the Corporation.

Address for Service:
 5255 Yonge Street, 4th Floor
 Toronto, Ontario M2N 6P4
 E-Mail: commercialadmin@duca.com

ACCEPTED as of the date first written above.

MIZRAHI (128 HAZELTON) INC.

Per: 
 Name: Sam Mizrahi
 Title: President

I have authority to bind the Corporation.

Mizrahi (128 Hazelton) Inc.
 125 Hazelton Avenue
 Toronto, Ontario M5R 2E4

E-Mail: sam@mizrahicorp.com

The undersigned Guarantors have read, understand and accept the terms and conditions of this Amendment.

ACCEPTED as of the date first written above.

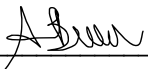
MIZRAHI DEVELOPMENTS INC.

Per: 
 Name: Sam Mizrahi
 Title: President

I have authority to bind the Corporation.

Address for Service:
 189 Forest Hill Road
 Toronto, Ontario M5P 2N3

E-Mail: sam@mizrahicorp.com

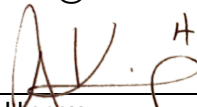
Witness  _____

 _____
Sam Mizrahi

Address for Service:
189 Forest Hill Road
Toronto, Ontario M5P 2N3

E-Mail: sam@mizrahicorp.com

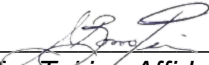
Witness  _____

 _____
Robert Hiscox

Address for Service:
36 Berryman Street
Toronto, Ontario M5R 1M6

E-Mail: robert@hiscox.org

This is Exhibit "F" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

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

yyyy mm dd Page 1 of 11

Properties

PIN 21196 - 0059 LT Interest/Estate Fee Simple

Description LT 1-2 PL 687E TORONTO; CITY OF TORONTO

Address 128 HAZELTON AVE
TORONTO

PIN 21196 - 0060 LT Interest/Estate Fee Simple

Description PT BLK A PL 411 TORONTO AS IN CT976610; CITY OF TORONTO

Address 126 HAZELTON AVENUE
TORONTO**Chargor(s)**

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

Name MIZRAHI (128 HAZELTON) INC.

Address for Service 125 Hazelton Avenue
Toronto, Ontario
M5R 2E4

I, Sam Mizrahi, President, have the authority to bind the corporation.

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

Chargee(s)

Capacity

Share

Name DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Address for Service 5290 Yonge Street
Toronto, Ontario
M2N 5P9**Statements**

Schedule: See Schedules

Provisions

Principal	\$ 35,000,000.00	Currency	CDN
Calculation Period	monthly, in arrears		
Balance Due Date	On Demand		
Interest Rate	Prime Rate + 2.00%		
Payments			
Interest Adjustment Date	2017 06 27		
Payment Date	1st day of each and every month		
First Payment Date	2017 07 01		
Last Payment Date	2019 12 31		
Standard Charge Terms			
Insurance Amount	full insurable value		
Guarantor			

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

Signed By

Denise Borzi	5000 Yonge Street, 10th Floor Toronto M2N 7E9	acting for Chargor(s)	Signed	2017 06 27
Tel	416-222-8888			
Fax	416-218-1860			

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

Submitted By

CHAITONS LLP	5000 Yonge Street, 10th Floor Toronto M2N 7E9			2017 06 27
Tel	416-222-8888			
Fax	416-218-1860			

Fees/Taxes/Payment

Statutory Registration Fee	\$63.35
Total Paid	\$63.35

SCHEDULE - ADDITIONAL PROVISIONS
(Collateral Mortgages- Commercial or Residential Lands)

Any reference to the "Computer Field" in this Charge means a computer data entry field in a charge registered pursuant to Part 111 of the *Land Registration Reform Act* (Ontario) into which the terms and conditions of this Charge may be inserted.

I. Definitions

In this Schedule, the following terms shall have the following meanings:

"**Applicable Laws**" means all applicable federal, provincial or municipal laws, statutes, regulations, rules, by-laws, policies and guidelines, orders, permits, licences, authorizations and approvals.

"**Bankruptcy Legislation**" means any present or future bankruptcy or insolvency legislation, including where applicable the *Bankruptcy and Insolvency Act* (Canada) and the *Companies' Creditors Arrangement Act* (Canada).

"**Business Day**" means any day other than a Saturday, Sunday or any statutory or civic holiday observed in the Province of Ontario.

"**Charge**" means the charge prepared in the electronic format and registered electronically pursuant to Part 111 of the LRRRA, including this Schedule and any other schedules thereto.

"**Chargee**" means DUCA Financial Services Credit Union Ltd.

"**Chargor**" means the person or persons indicated in the Computer Field of the Charge entitled "Chargor(s)".

"**Costs**" means all fees, costs, charges and expenses of the Chargee of and incidental to (a) the negotiation, preparation, execution and registration of the Charge and any other instruments connected therewith and every renewal or discharge thereof; (b) the collection of any amounts payable hereunder, enforcement of any covenants contained herein and the realization of the security herein contained; (c) procuring or attempting to procure payment of any Indebtedness or any other amounts due and payable hereunder including foreclosure, power of sale or execution proceedings commenced by the Chargee or any other party; (d) any inspection required to be made of the Mortgaged Premises, or review of plans, specifications and other documentation which may require the approval or consent of the Chargee; (e) all repairs and replacements required to be made to the Mortgaged Premises; (f) the Chargee having to go into possession of the Mortgaged Premises and secure, complete and equip the Fixtures or Improvements in any way in connection herewith; and (g) solicitors' costs, charges and expenses relating to any of the foregoing and any necessary examination of title to the Mortgaged Premises. For greater certainty, Costs shall (i) extend to and include legal costs incurred by the Chargee; (ii) be payable forthwith by the Chargor; and (iii) be a charge on the Mortgaged Premises. Costs include interest at the highest interest rate applicable to the Indebtedness on all such fees, costs, charges and expenses.

"**Event of Default**" has the meaning ascribed thereto in Section 12.

"**Fixtures**" includes all fixtures, buildings, erections, appurtenances, plants and improvements, fixed or otherwise, now or hereafter put on the Lands, including all fences, furnaces, oil burners, water heaters, electric light fixtures, window blinds, screen and storm doors and windows, and all air-conditioning, plumbing, cooling, ventilating, cooking, refrigeration and heating equipment and all other apparatus and equipment appurtenant to the Mortgaged Premises.

"**Improvement**" includes any construction, installation, alteration, addition, repair or demolition to any part of the Mortgaged Premises.

"**Indebtedness**" means all obligations, debts and liabilities, whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed now or at any time hereafter owing by the Chargor to the Chargee, whether as principal or surety, whether alone or jointly with any other person and in whatever name, style or form, whether otherwise secured or not and

whether arising from dealings between the Chargee and the Chargor or from other dealings or proceedings by which the Chargee may become a creditor of the Chargor and whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and all interest, compound interest, damages and Costs, and all premiums of insurance upon the Improvements and Fixtures, Taxes and other amounts paid by the Chargee in accordance with the provisions of this Charge.

"LRRRA" means the *Land Registration Reform Act* (Ontario)

"Lands" means the lands and premises described in the Computer Field of the Charge entitled "Properties".

"Lien" means any mortgage, charge, pledge, hypothec, assignment, lien, lease, sublease, easement, preference, priority, trust or other security interest or encumbrance of any kind or nature whatsoever with respect to any property or asset, including any title reservations, limitations, provisos or conditions.

"Mortgaged Premises" means the Lands, Fixtures and Improvements.

"Permitted Encumbrances" means (a) Liens for Taxes not at the time due; and (b) any other Liens disclosed by the registered title to the Lands provided the same (i) do not, in the Chargee's opinion, in the aggregate, materially impair the development, management, ownership, operation, value or marketability of the Mortgaged Premises or any part thereof; (ii) are materially complied with by the Chargor and the Mortgaged Premises; and (iii) do not, in the Chargee's opinion, pose any threat to the Mortgaged Premises.

"person" means any individual, general or limited partnership, joint venture, sole proprietorship, corporation, unincorporated association, trust, trustee, estate trustee, legal representative or governmental authority.

"Prime" and "Prime Rate" when referred to in the Computer Field of the Charge entitled "Interest Rate" means the annual rate of interest announced from time to time by DUCA Financial Services Credit Union Ltd. as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada and designated by the Chargee as its prime rate.

"Principal Amount" means the amount indicated in the Computer Field of the Charge entitled "Principal".

"Receiver" shall include one or more of a receiver and a receiver and manager of all or any portion of the Mortgaged Premises appointed by the Chargee pursuant to this Charge.

"Taxes" means all taxes, rates and other impositions whatsoever which are now or may hereafter be imposed, charged or levied by any authority creating a lien or charge on the Mortgaged Premises or any part thereof.

"Transfer" means (a) any conveyance, assignment, transfer, sale, granting or creation of an option or trust with respect to, or other disposition of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) any legal or beneficial interest in the Mortgaged Premises or any part thereof; or (b) any change in the effective voting control of any person comprising the Chargor or any beneficial or unregistered owner of any part of the Mortgaged Premises from that existing as of the date of this Charge (including any change of ownership of 50% or more of the voting securities representing an interest in any such person) and shall include any agreement to do or complete any of the matters referred to in (a) or (b) above.

2. Implied Covenants

The implied covenants deemed to be included in the Charge by sections 7(1) 1. iii., and 7(1) 2. of the LRRRA are hereby varied by deleting therefrom the words "except as the records of the land registry office disclose" and substituting therefor "except Permitted Encumbrances". The implied covenant deemed to be included in the Charge by section 7(1) 1. vii. of the LRRRA is hereby varied to provide that "the Chargor or the Chargor's successors will, before and after default,

execute and deliver such further assurances of the Mortgaged Premises and do such other acts, at the Chargor's expense, as may be required by the Chargee". The implied covenants deemed to be included in a charge under section 7(1) of the LRRRA are in addition to and shall not be interpreted to supersede or replace any of the covenants contained in this Charge which are covenants by the Chargor, for the Chargor and the Chargor's successors and assigns with the Chargee and the Chargee's successors and assigns. In the event of any conflict between any of the covenants implied by the LRRRA, and any other covenant or provision contained herein, the covenant or provision contained herein shall prevail.

3. Successors

Notwithstanding the definition of the word "successor" in the LRRRA, the word "successor" as used in this Charge shall include an heir, executor, administrator, estate trustee, personal representative or successor.

4. Charge

In consideration of the sum of \$10.00 and other good and valuable consideration (the receipt and sufficiency whereof are hereby acknowledged by the Chargor) and as a continuing security for the payment to the Chargee of the Indebtedness and to secure the performance of all the obligations of the Chargor hereunder, the Chargor hereby charges the Mortgaged Premises with payment to the Chargee of any ultimate outstanding balance of the Indebtedness due and remaining unpaid and the performance of the Chargor's obligations hereunder, provided that such security shall be limited to the aggregate of the Principal Amount, Costs and any other amounts payable hereunder, and with the powers of sale hereinafter expressed.

5. Defeasance

Provided this Charge to be void upon payment in full on demand of all the Indebtedness and the performance in full of all the obligations of the Chargor hereunder up to a maximum amount of the aggregate of the Principal Amount, Costs and any other amounts payable hereunder, together with Taxes and performance of statute labour, and observance and performance of all covenants, provisos and conditions herein contained.

6. Demand

In the event that the Chargor is called upon to pay any Indebtedness in accordance with its terms or if any Event of the Default has occurred which has not been remedied, the Chargor shall be obligated to pay and the Chargee shall be entitled to forthwith make demand for payment of all such Indebtedness and any other monies secured hereby.

7. Covenants of Chargor

The Chargor hereby covenants, agrees and declares as follows:

- (a) The Chargor has good title in fee simple to the Mortgaged Premises free of all encumbrances other than the Permitted Encumbrances.
- (b) The Chargor has the right to convey the Mortgaged Premises to the Chargee.
- (c) On default, the Chargee shall have quiet possession of the Mortgaged Premises, free from all encumbrances other than the Permitted Encumbrances.
- (d) The Chargor will execute at the Chargor's expense such further assurances of the Mortgaged Premises as may be requisite.
- (e) The Chargor has done no act to encumber the Mortgaged Premises, except the Permitted Encumbrances.
- (f) The Chargor shall pay as they fall due all Permitted Encumbrances and Taxes and shall not suffer any construction, statutory or other liens or rights of retention, other than Permitted Encumbrances, to remain outstanding upon any of the Mortgaged Premises. The Chargor shall, within one month from the date fixed for payment of the last instalment of Taxes in each year, furnish the Chargee, if requested by it, with receipted tax bills showing all such Taxes for the year have been paid in full.
- (g) The Chargor will insure, with insurance companies satisfactory to the Chargee, the Mortgaged Premises to the amount of not less than their full replacement cost in dollars of lawful money of Canada. Such insurance shall have "Extended Coverage" and "Replacement Cost" endorsements and include not only insurance against loss or damage by fire, but also insurance against loss or damage by war, the enemy, explosion, tempest, tornado, cyclone, lightning and such other risks or hazards as the Chargee may reasonably require at any time and from time to time and, if requested by the Chargee, against loss or damage from any other cause with insurers approved by the Chargee, and the Chargor will pay all premiums necessary for such purposes as

the same shall become due. The Chargee may require any such insurance to be cancelled and new insurance to be effected with insurance companies satisfactory to the Chargee. The loss under all policies or contracts of insurance shall be payable to the Chargee as mortgagee or as its interest may appear and such policies or contracts shall contain the Insurance Bureau of Canada standard mortgage clause and shall be in terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee, if requested by it, at least three Business Days before the expiration thereof, otherwise the Chargee may provide therefor and charge the premium paid to the Chargor and the same shall be payable forthwith and shall also be a charge upon the Mortgaged Premises.

- (h) All Fixtures are and shall, immediately on being placed upon the Mortgaged Premises, become fixtures and a part of the Mortgaged Premises, and form a part of this security; and the Chargor hereby grants and releases to the Chargee all its claims upon the Mortgaged Premises subject to the aforesaid proviso for defeasance.
- (i) The Chargee may distrain for arrears of interest, if any, and for overdue principal and any other sum payable hereunder. The Chargor waives the right to claim exceptions and agrees that the Chargee shall not be limited in the amount for which it may distrain.
- (j) The Chargee may make any payment or cure any default under any Permitted Encumbrance and may pay and satisfy the whole or any part of any liens, Taxes, charges or encumbrances now or hereafter existing in respect of the Mortgaged Premises. In the event of the Chargee making any such payment or curing a default or satisfying any such liens, Taxes, charges or encumbrances it shall be entitled to all the equities and securities of the person or persons so paid and is hereby authorized to retain any discharge thereof without registration for so long as it may think fit so to do.
- (k) The Chargor will keep the Mortgaged Premises in good condition and repair and shall not permit any act of waste to be committed upon the Mortgaged Premises; the Chargee may, whenever it deems it necessary or desirable, by its agent enter upon and inspect the same and in the event of a default hereunder the reasonable cost of such inspection shall be payable by the Chargor to the Chargee. If the Chargor neglects to keep the Mortgaged Premises in good condition and repair or commits or permits any act of waste on the Mortgaged Premises (as to which the Chargee shall be sole judge), the Chargee may make such repairs and replacements as it deems necessary.
- (l) The Chargor shall diligently and continuously construct in a good and workmanlike manner any unfinished Fixtures and, in the event that any material amount of work is not done on such Fixtures for a period of ten consecutive days, the Chargee or its representatives may enter into the Mortgaged Premises and do any or all work which they may consider necessary or desirable to complete such Fixtures or to protect the same from deterioration.
- (m) The Chargor shall not make any material Improvement, whether financed by the Chargee or otherwise, without the prior written consent of the Chargee and except in accordance with contracts, plans and specifications approved by the Chargee in writing prior to the commencement of work on the Improvement.
- (n) The Chargor shall at all times comply with all Applicable Laws relating to it and the Mortgaged Premises, including all applicable zoning by-laws, rent control legislation and construction lien legislation.

8. Quiet Possession

Until default of payment, the Chargor shall have quiet possession of the Mortgaged Premises.

9. Waivers

The Chargee may waive any breach by the Chargor of any of the provisions contained in this Charge or any default by the Chargor in the observance or performance of any covenant or condition required to be observed or performed by the Chargor hereunder, provided that no such waiver by the Chargee shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

10. Performance of Covenants

If the Chargor shall fail to perform any covenant on its part herein contained, the Chargee may in its absolute discretion perform any such covenant capable of being performed by it. If any such covenant requires the payment of money or if the Mortgaged Premises shall become subject to any encumbrance ranking in priority to the lien hereof other than a Permitted Encumbrance, the Chargee may make such payment or pay or discharge such encumbrance, but shall be under no obligation to do so. All sums so paid by the Chargee shall immediately be payable by the Chargor to the Chargee and shall constitute a charge upon the Mortgaged Premises. No such

performance or payment shall relieve the Chargor from any default hereunder or any consequences of such default.

11. Continuing and Additional Security

The security hereby constituted is a continuing security for the payment of all Indebtedness and the fulfillment of all the obligations of the Chargor hereunder and such security is in addition to any other security now or hereafter held by the Chargee. The taking of any action or proceedings or refraining from so doing, or any other dealings with any other security for the monies secured hereby, shall not release or affect the obligations of the Chargor hereunder or the charges created hereby.

12. Default

The security hereby created shall become enforceable in each of the following events (each event being herein called an "Event of Default"):

- (a) if the Chargee shall make an authorized and proper demand for payment of any Indebtedness or any other monies hereby secured and payment in full has not been received by the Chargee within the time limited therefor;
- (b) if the Chargor defaults in the performance or observance of any other covenant or condition herein contained and such default shall continue for 15 days after written notice thereof to the Chargor by the Chargee;
- (c) if there is any material misrepresentation or misstatement contained in any certificate or document delivered by the Chargor or any representative of the Chargor to the Chargee in connection with this Charge or the Indebtedness;
- (d) if a petition is filed under any Bankruptcy Legislation against the Chargor or an authorized assignment made or a Receiver appointed under any Bankruptcy Legislation or by or on behalf of a secured creditor of the Chargor or a proposal made to the creditors of the Chargor under any Bankruptcy Legislation;
- (e) if any execution, distress, sequestration or any other process of any court becomes enforceable against any of the property of the Chargor, or if a distress or like process is levied upon any of such property;
- (f) if the Chargor commits any act of bankruptcy;
- (g) if any portion of the Mortgaged Premises is expropriated by any governmental body or authority which the Chargee (in its sole discretion) considers material;
- (h) if a Transfer is made or permitted without the prior written consent of the Chargee in its sole discretion; or
- (i) if a Lien shall be created, issued, incurred or permitted to exist (by operation of law or otherwise and whether prior or subordinate to the security of this Charge) on any part of the Mortgaged Premises or any interest therein (except in favour of the Chargee as security for the Indebtedness) without the prior written consent of the Chargee in its sole discretion.

13. Remedies

Upon the happening of any Event of Default, in addition to any other rights or remedies available to it hereunder or at common law or in equity or pursuant to any statute, the Chargee shall have the following rights and powers:

- (a) To enter upon and possess all or any part of the Mortgaged Premises;
- (b) To preserve and maintain the Mortgaged Premises and make such replacements thereof and additions thereto as it shall deem advisable;
- (c) On default of payment for at least 15 days the Chargee or its agents or representatives may on giving the notice, if any, required hereby enter on and/or lease the Mortgaged Premises or on default of payment for at least 15 days may on at least 35 days' notice sell the Mortgaged Premises. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by giving it in accordance herewith; and such notice shall be sufficient although not addressed to any person or persons by name or designation and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. The Chargee may sell the Mortgaged Premises or any part thereof by public auction or private sale, for such price as can reasonably be obtained therefor, and on such terms as to credit and otherwise, and with such conditions of sale and stipulations as to title or evidence or commencement of title or otherwise, as it shall in its discretion deem proper, and in the event of any sale on credit or for part cash and part credit, the Chargee shall not be accountable for or charged with any monies until actually received. The Chargee may rescind or vary any contract of sale and may buy in and resell the Mortgaged Premises or any part thereof without being answerable for loss occasioned thereby.

- No purchaser or lessee shall be bound to inquire into the legality, regularity or propriety of any sale or lease or be affected by notice of any irregularity or impropriety of any kind; and no lack of default or want of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale or lease hereunder. The Chargee may sell or lease without entering into actual possession of the Mortgaged Premises and when it desires to take possession it may break locks and bolts and while in possession or upon any sale or lease the Chargee shall be accountable only for monies which are actually received by it. Sales may be made from time to time of parts of the Mortgaged Premises to satisfy any portion of the Indebtedness or other sums owing hereunder and leaving the Indebtedness or the residue thereof secured hereunder on the remaining Mortgaged Premises. The Chargor hereby appoints the Chargee its true and lawful attorney and agent to make application under the *Planning Act* (Ontario) and to do all things and execute all documents to effectually complete such sale. The Chargee may lease or take sale proceedings hereunder notwithstanding that other mortgage proceedings have been taken or are then pending; and
- (d) To appoint by instrument any person or persons to be a Receiver of all or any portion of the undertaking, property and assets of the Chargor forming the Mortgaged Premises and all rents, issues, incomes and profits to be derived therefrom, to fix the Receiver's remuneration and from time to time to remove any Receiver so appointed and appoint another or others in its stead.

14. Receiver

Any Receiver shall have all of the powers of the Chargee set forth in this Charge and, in addition, shall have the following powers:

- (a) To lease all or any portion of the Mortgaged Premises and for this purpose execute contracts in the name of the Chargor, which contracts shall be binding upon the Chargor and the Chargor hereby irrevocably constitutes such Receiver as its attorney for such purposes;
- (b) To take possession of the Mortgaged Premises, collect all rents, issues, incomes and profits derived therefrom and realize upon any additional or collateral security granted by the Chargor to the Chargee and for that purpose may take any proceedings in the name of the Chargor or otherwise; and
- (c) To carry on or concur in carrying on the business which the Chargor is conducting on and from the Mortgaged Premises and for that purpose the Receiver may borrow money on the security of the Mortgaged Premises in priority to this Charge.

Any Receiver appointed pursuant to the provisions hereof shall be deemed to be the agent of the Chargor for the purposes of (i) carrying on and managing the business and affairs of the Chargor; and (ii) establishing liability for all the acts or omissions of the Receiver while acting in any capacity hereunder and the Chargee shall not be liable for such acts or omissions; provided that, without restricting the generality of the foregoing, the Chargor irrevocably authorizes the Chargee to give instructions to the Receiver relating to the performance of its duties as set out herein.

15. Application of Monies

All monies actually received by the Chargee or the Receiver pursuant hereto shall be applied, subject to any claims of creditors of the Chargor ranking in priority to the charges created by this Charge, in the following manner: (a) First, in or towards payment of all applicable Costs; (b) Second, in or towards payment or satisfaction of any remaining Indebtedness in such order as the Chargee in its sole discretion may determine; and (c) Third, any surplus shall be paid to the Chargor or as required by Applicable Law.

16. Release, Extensions

The Chargee may in its sole discretion at all times release any part or parts of the Mortgaged Premises either with or without any consideration therefor, without responsibility therefor and without thereby releasing any other part of the Mortgaged Premises or any person from its obligations under this Charge, the Indebtedness or from any of the covenants herein contained and without being accountable to the Chargor for the value thereof or for any money except that actually received by the Chargee, it being expressly agreed that every part of the Mortgaged Premises into which it is or may hereafter be divided does and shall stand charged with the whole of the amount hereby secured. The Chargee may grant time, renewals, extensions, indulgences, releases and discharges to, may take additional securities, may give any securities up, may abstain from taking securities or from perfecting securities, may accept compositions, and may otherwise deal with the Chargor and all other persons and securities as the Chargee may see fit without prejudicing the rights of the Chargee under this Charge.

17. No Change in Rights

No sale or other dealing by the Chargor with the Mortgaged Premises or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or the Mortgaged Premises or the amount or terms of any Indebtedness or any guarantee thereof.

18. No Merger

The taking of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of the said covenants.

19. Assignment of Rents

Subject to the proviso for defeasance, and as additional and separate continuing collateral security for the Chargor's obligations hereunder, the Chargor hereby assigns to the Chargee all present and future leases of the Mortgaged Premises or any part thereof, and all rents, issues, incomes and profits now or hereafter derived from the leases or the Mortgaged Premises or any part thereof, together with the benefit of all covenants, agreements and provisos contained in such leases. The Chargor will execute and deliver to the Chargee, from time to time, upon the request of the Chargee and at the expense of the Chargor, assignments in registrable form of all leases and rents relating to the Mortgaged Premises and such other notices or documents as may be required by the Chargee. Nothing in this Charge shall make the Chargee responsible for the collection of rents payable under any lease of the Mortgaged Premises or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease. The Chargee shall be liable to account only for such rents as actually come into its hands after the deduction of collection charges in respect thereof and may apply such rents to the repayment of the Indebtedness.

20. Disclosure of Information

The Chargor acknowledges that the Chargee may be obliged to release information relating to this Charge and the Indebtedness and any amounts advanced thereunder or secured hereby. The Chargor hereby authorizes the Chargee to release all such information and any other information it may, from time to time, be required to release by Applicable Law to those entitled to such information.

21. Discharge

After payment in full of all Indebtedness and Costs, the Chargee shall within a reasonable period of time after receipt of a written request therefor from the Chargor, provide the Chargor with a discharge of the Charge or an assignment or transfer of the Charge if so required and directed by the Chargor; any such discharge, assignment or transfer shall be prepared by the Chargee at the expense of the Chargor.

22. Governing Law

This Charge shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

23. Notice

Any notice required or desired to be given hereunder or under any instrument supplemental or collateral hereto shall be in writing and may be given either by personally delivering the same or by sending the same by registered mail, postage prepaid, to the Chargor or the Chargee at its address for service indicated in the Computer Field of this Charge entitled "Chargor(s)" and "Chargee(s)" respectively. Any notice so delivered shall be conclusively deemed given when personally delivered and any notice so mailed shall be conclusively deemed given on the third Business Day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall be given by personal delivery only. Any address for notice or payments may be changed by notice given pursuant hereto.

23. Condominium Provisions

If any part the Mortgaged Premises is a condominium unit (a) the Chargor shall promptly observe and perform all of its covenants, duties and obligations under or pursuant to the *Condominium Act* (Ontario) (the "CA") and the declaration, by-laws and rules of the condominium corporation created by registration of the declaration and the description relating thereto of which the condominium unit forms part (the "Condominium Corporation"); (b) the Chargor will pay promptly when due any and all contributions to common expenses and all other levies, charges

and assessments made, assessed or levied by or on behalf of the Condominium Corporation payable in respect of, or charged to the owner of, the Mortgaged Premises (all such common expenses, levies, charges, assessments are called "unit charges"); (c) upon request by the Chargee from time to time, the Chargor shall provide satisfactory proof to the Chargee that all unit charges have been paid in full; (d) if the Chargor does not pay any unit charges when due, then, without limiting any of other rights and remedies of the Chargee hereunder or otherwise at law or in equity, the Chargee may (but shall not be obligated to do so) pay the same and the amount so paid shall be added to the Indebtedness and secured by this Charge and shall be payable forthwith to the Chargee upon demand; (e) promptly following receipt thereof, the Chargor shall deliver to the Chargee copies of every notice, assessment, request, claim or demand, notice of meeting and all other documentation or information of any kind relating to the condominium unit or the Condominium Corporation received by the Chargor so that the Chargee receives them at least ten days prior to the date that any response, payment or other action is required; (f) any default by the Chargor under this section (regardless of any action or proceedings taken or proposed by the Condominium Corporation) shall be an Event of Default under this Charge; (g) the Chargor hereby irrevocably assigns to the Chargee, and irrevocably authorizes and empowers the Chargee to exercise, all rights of the Chargor as the owner of the Mortgaged Premises to vote or to consent to all matters relating to the affairs of the Condominium Corporation, provided however that (i) the Chargee may at any time and from time to time give notice in writing to the Chargor and to the Condominium Corporation that the Chargee does not intend to exercise the said right to vote or consent and in that event until the Chargee revokes such notice the Chargor may exercise the right to vote or consent in respect of all matters not requiring a unanimous resolution (any such notice may be for an indeterminate period of time or for a specific meeting or matter); (ii) the Chargee's right to vote and consent do not impose any obligation on the Chargee to consult with the Chargor as to the manner in which such right to vote or consent will be exercised or not exercised or to protect the Chargor's interests and the Chargee shall not be responsible for any exercise or failure to exercise the right to vote or consent; and (iii) neither this assignment and authorization in favour of the Chargee nor the exercise by the Chargee of the right to vote or consent shall constitute the Chargee a mortgagee in possession nor give rise to any liability on the part of the Chargee; (h) this Charge includes a mortgage, charge, assignment and sublease in favour of the Chargee of any lease or rights to occupy any parking space or spaces in the Mortgaged Premises demised to or reserved or designated for exclusive use by the Chargor or its condominium unit and of any lease or right to exclusive use of any common Mortgaged Premises or special privileges in respect thereof granted to the Chargor or its condominium unit; (i) without limiting the obligations of the Chargor hereunder, the Chargor shall cause the Condominium Corporation to maintain the insurance required by this Charge with respect to all the Mortgaged Premises which are governed by the CA for the benefit of the Chargee and shall cause the Condominium Corporation to comply fully with the terms of the required policies of insurance and the insurance provisions of the CA and the declaration, by-laws and rules of the Condominium Corporation; (j) in addition to the Events of Default set out herein, it shall be an Event of Default if (i) the government of the Mortgaged Premises by the Condominium Corporation or any part thereof by the CA is terminated; or (ii) a vote of the Condominium Corporation authorizes the sale of all or substantially of its property or assets or all or any part of its common elements which are all or any part of the Mortgaged Premises, or if any part of such common elements of the Condominium Corporation is expropriated; or (iii) the Condominium Corporation fails to comply with any provision of the CA or the declaration, by-laws or any of the rules of the Condominium Corporation; or (iv) the Condominium Corporation fails to insure the condominium units and the common elements governed by it in accordance with the CA and declaration and by-laws of the Condominium Corporation; or (v) in the Chargee's opinion, the Condominium Corporation fails to manage its property and assets in a prudent and businesslike manner and in keeping with the highest standards for similar properties in the locality in which the Mortgaged Premises are located.

24. Multi-Residential Properties

If the Mortgaged Premises are a multi-residential property, the Chargor represents and warrants with respect to the Mortgaged Premises as follows: (a) except as permitted by Applicable Laws in respect of residential housing (i) no demolition, conversion, renovation, repair or severance has taken place with respect to the Mortgaged Premises; and (ii) there have been no increases in the rental rate charged for any residential rental unit or units on the Mortgaged Premises; (b) in accordance with Applicable Laws in respect of residential housing (i) all rents charged with respect to the Mortgaged Premises are lawful rents and all required rebates have been paid; and (ii) all required filings have been made and were timely, accurate and complete; and (c) under Applicable Laws in respect of residential housing (i) no applications, investigations or proceedings have been

commenced or made; and (ii) there are no outstanding orders or decisions made by any governmental authority with respect to the Mortgaged Premises or any residential rental unit. On request by the Chargee, the Chargor shall provide a statutory declaration by an officer or director of the Chargor that the above representations and warranties are true and correct. The Chargor shall deliver to the Chargee on request all documents required to establish the legality of rents.

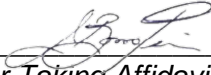
The Chargor hereby authorizes all governmental authorities having jurisdiction over residential housing to release to the Chargee or its solicitors any and all information contained in their files. The Chargor shall comply with the provisions of all Applicable Laws while this Charge is continuing. Any breach of this covenant or any material incorrectness of any of the representations and warranties hereinabove contained shall be an Event of Default under this Charge.

25. Construction

In this Charge (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (b) the words "including", "includes" and "include" shall mean "including without limitation," "includes without limitation" and "include without limitation" respectively; (c) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute thereto; (d) any reference to any agreement or instrument shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto from time to time; (e) reference to the Chargee, Chargor, any beneficial owner of the Mortgaged Premises, and any other person shall include their respective heirs, estate trustees, legal representatives, successors and assigns, and reference to a "corporation" shall include a company or other form of body corporate; (f) all dollar amounts are expressed in Canadian dollars; (g) the division of this Charge into separate sections and subsections, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Charge; (h) the Chargee's right to give or withhold any consent or approval, make any determination or exercise any discretion shall be exercised by the Chargee acting reasonably unless otherwise expressly provided, except that following an Event of Default, the Chargee shall be entitled to exercise the same in its sole discretion; (i) if more than one person is named as Chargor, or otherwise becomes liable for or assumes the obligations and liabilities of the Chargor, then the obligations and liabilities of all such persons shall be joint and several; (j) time shall be of the essence; (k) all obligations of the Chargor in this Charge will be deemed to be covenants by the Chargor in favour of the Chargee; and (l) in the event of any conflict or inconsistency between any provision of this Charge and the provisions of the commitment letter governing the loan between the Chargor and the Chargee, the commitment letter will prevail to the extent of any such conflict or inconsistency. The delivery of this Charge for registration by direct electronic transmission shall have the same effect for all purposes as if this Charge was in written form, signed by the Chargor and delivered to the Chargee.

08/14

This is Exhibit "G" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

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

Properties

PIN 21196 - 0059 LT
Description LT 1-2 PL 687E TORONTO; CITY OF TORONTO
Address 128 HAZELTON AVE
TORONTO

PIN 21196 - 0060 LT
Description PT BLK A PL 411 TORONTO AS IN CT976610; CITY OF TORONTO
Address 126 HAZELTON AVENUE
TORONTO

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name MIZRAHI (128 HAZELTON) INC.
Address for Service 125 Hazelton Avenue
Toronto, Ontario
M5R 2E4

I, Sam Mizrahi, President, have the authority to bind the corporation.

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

Party To(s)

Name DUCA FINANCIAL SERVICES CREDIT UNION LTD.
Address for Service 5290 Yonge Street
Toronto, Ontario
M2N 5P9

Statements

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AT4608655 registered on 2017/06/27 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Denise Borzi 5000 Yonge Street, 10th Floor acting for Signed 2017 06 27
Toronto Applicant(s)
M2N 7E9
Tel 416-222-8888
Fax 416-218-1860

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

Denise Borzi 5000 Yonge Street, 10th Floor acting for Signed 2017 06 27
Toronto Party To(s)
M2N 7E9
Tel 416-222-8888
Fax 416-218-1860

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

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

yyyy mm dd

Page 2 of 5

Submitted By

CHAITONS LLP

5000 Yonge Street, 10th Floor
Toronto
M2N 7E9

2017 06 27

Tel 416-222-8888

Fax 416-218-1860

Fees/Taxes/Payment

Statutory Registration Fee \$63.35

Total Paid \$63.35

Schedule of Required Clauses
For Attachment to Notice of Assignment of Rents - General

SCHEDULE

FOR THE VALUE RECEIVED, the Assignor doth hereby assign to the Assignee, all right, privileges, advantages and benefits whatsoever including all rental and other income arising pursuant to leases and/or agreements to lease and/or tenancies, (herein referred to as the "Leases"), now or hereafter affecting the lands and premises more particularly described in the Notice of Assignment of Rents - General attached hereto.

This assignment is given additional security for the payment of the sum recorded on the related Charge/Mortgage and all other sums secured by a charge/mortgage between the Assignor as Chargor/Mortgagor and the Assignee as Chargee/Mortgagee, charging/mortgaging the premises of which those demised in said Leases form all or part and which Charge/Mortgage is herein referred to as the "Mortgage". The security of this assignment is and shall be primary and on a parity with the real estate charged by said Mortgage and not secondary. All amounts collected hereunder, after deducting expense of collection, shall be applied on account of the indebtedness secured by said Mortgage, or in such other manner as may be provided in such Mortgage. Nothing herein contained shall be construed as constituting Assignee as trustee or mortgagee in possession.

The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the said Leases and avail itself of and pursue all remedies for the enforcement of said Leases and Assignor's rights in and under the said Leases as the Assignor might have pursued but for this assignment.

The Assignor warrants that said Leases are in full force and effect, the copies thereof heretofore delivered to the Assignee are true and correct copies, the Assignor has not heretofore assigned or pledged the same or any interest therein, and no default exists on the part of the Lessees, or the Assignor, or Lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in said Leases contained; that no rent has been paid by any of the Lessees in advance, and that the payment of none of the rents to accrue under said Leases comprised by the Assignor directly or indirectly by assuming any Lessee's obligations with respect to other premises; that no security deposit has been made by Lessees under any of the Leases.

The Assignor waives any rights of set-off against the Lessees.

The Assignor covenants and agrees:

- (a) the Leases shall remain in full force and effect irrespective of any merger of the interest of the Lessor and Lessee thereunder; and that it will not transfer or convey the fee title to said premises to any of the Lessees without requiring such Lessees, in writing, to assume and agree to pay the debt secured by the Mortgage in accordance with the terms, covenants and conditions contained in the Mortgage;
- (b) that if Leases provided for the abatement of rent during the repair of the demised premises by reason of fire or other casualty, the Assignor shall furnish rental insurance to the Assignee, the policies to be in an amount and form and written by such insurance companies as shall be satisfactory to the Assignee;
- (c) not to terminate, modify or amend said Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Assignee and that any attempted termination, modification or amendments of said Leases without such written consent shall be null and void;
- (d) not to collect any of the rent, income and profits arising or accruing under said Leases in advance of the time when the same become due under the terms thereof;
- (e) not to discount any future accruing rents;
- (f) not to execute any other assignments of said Leases or any interest therein or any of the rents thereunder;
- (g) to perform of the Assignor's covenants and agreements as Lessor under said Leases and not to suffer or permit to occur any release of liability of the Lessees, or any rights of the Lessees to withhold payment of rent; and to give prompt notices to the Assignee of any notice of default on the part of the Assignor with

respect to said Leases received from the Lessees thereunder, and to furnish Assignee with complete copies of said notices;

(h) that all offers to lease and Leases shall be bona fide, the terms of which are to be approved by the Assignee prior to execution, and shall be at rental rates and terms consistent with comparable space in the area of the lands and premises described herein;

(i) if so requested by the Assignee, to enforce said Leases and all remedies available to the Assignor against Lessees, in case of default under said Leases by the Lessees;

(j) that none of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by this assignment;

(k) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment hereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

(l) not to alter, modify or change the terms of any guarantees of any said Leases or cancel or terminate such guarantees without prior written consent of the Assignee;

(m) not to consent to any assignment of said Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the Assignee;

(n) not to request, consent to, agree to or accept a subordination of said Leases to any mortgage or other encumbrance now or hereafter affecting the premises;

(o) not to exercise any right of election, whether specifically set forth in any such Leases or otherwise which would in any way diminish the tenant's liability or, have the effect of shortening the stated term of the lease; and

(p) to pay the costs, charges and expenses of any incidental to the taking, preparation and filing of this Agreement or any notice hereof which may be required and of every renewal related thereto.

Upon any vesting of title to the properties secured under the Mortgage in the Chargee/Mortgagee or other party by the Court order, operation of law, or otherwise or upon delivery of a deed or deeds pursuant to the Chargee/Mortgagee's exercise of remedies under the Mortgage, all right, title and interest of the Assignor in and to the Leases shall by virtue of this instrument thereupon vest in and become the absolute property of the party vested with such title or the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurances in favour of such party vested with title or the grantee or grantees.

In the exercise of the powers herein granted to the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this assignment, and the Assignor shall and does hereby agree to indemnify the Assignee for, and to save and hold it harmless of and from, any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reasons of any obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, loss or damage under the Leases or under or by reason of this assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefore immediately upon demand.

Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding that the Assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this assignment or of the Mortgage, but upon the occurrence of any such default, the Assignee shall be entitled upon notice to the Lessees, to all rents and other amounts then due under the Leases and thereafter accruing, and this assignment shall constitute a direction to and full authority to the Lessees to pay all such amounts to the Assignee without proof of the default relied upon. The Lessees are hereby irrevocably authorized to rely upon and comply with any notice or demand by the Assignee for the payment to the Assignee of any rental or other sums which may be thereafter become due under the Leases regardless whether any default under the Mortgage has actually occurred or is then existing.

This assignment is intended to be additional to, and not in substitution for, or in derogation of, any assignment of rents contained in the Mortgage or in any other document.

The assignment shall include any extensions and renewals of the Leases and any reference herein to the Leases shall be construed as including any such extensions and renewals.

This instrument shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor", "Assignee" and "Lessees", wherever used herein, and designated as such and their respective heirs, administrators, successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

08/13



DUCA

ASSIGNMENT OF RENTS

THIS ASSIGNMENT made this 27th day of June, 2017 (the "Assignment").

BETWEEN:

MIZRAHI (128 HAZELTON) INC.
(the "Assignor")

- and -

DUCA FINANCIAL SERVICES CREDIT UNION LTD.
(the "Assignee")

WHEREAS, by a mortgage dated June 27, 2017 and registered in the Land Registry Office for the Land Titles Division of Toronto as Instrument No. AT4608655 over lands and premises more particularly described in Schedule "A" hereto annexed (the "Property") the Assignor did grant and mortgage to the Assignee the Property which mortgage secures the sum of \$35,000,000 and interest as therein mentioned and is hereinafter referred to as the "Mortgage". Whenever in this assignment reference is made to the Mortgage, it shall be deemed to include any renewals or extensions thereof and any mortgage taken in substitution, replacement or reinstatement thereof or therefor, either in whole or in part;

AND WHEREAS it is a condition of the lending of the monies secured or to be secured by the Mortgage, that the Assignor should assign to the Assignee, its successors and assigns, the rents reserved and payable or intended to be reserved and payable under, and all advantages and benefits to be derived from leases of premises located on the Property now or hereafter entered into by the Assignor as landlord including, without limitation, any specific leases referred to in Schedule "B" hereto annexed (which rents, advantages and benefits are hereinafter collectively called the "Rents" and which leases and specific leases are hereinafter collectively called the "Leases") as additional security for the payment of the monies secured by the Mortgage, and for the performance of the covenants contained therein;

AND WHEREAS it is agreed that notwithstanding anything in this Assignment contained, the Assignee is not to be bound to advance the said Mortgage monies or any unadvanced portion thereof;

NOW THEREFORE THIS ASSIGNMENT WITNESSES that the Assignor, in consideration of the premises, the making of the Mortgage, and the sum of \$ 10.00 now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged), covenants and agrees with the

Assignee as follows:

1. The Assignor hereby irrevocably transfers, assigns, and sets over to the Assignee all Rents reserved and payable under the Leases to hold and receive the same unto the said Assignee, its successors and assigns.
2. The Assignor covenants and agrees with the Assignee that the Assignor will not, without the consent in writing of the Assignee (a) permit any prepayment of Rents that will result in more than 5% of Rents being prepaid under the Leases; (b) permit any material variation of the terms, covenants, provisos or conditions of any of the Leases; or (c) permit any cancellation or surrender of any of the Leases, in the case of (b) and (c), other than in the ordinary course of the Assignor's business operations.
3. The Assignor covenants with the Assignee to perform and observe all its covenants, conditions and obligations under the Leases.
4. The Assignor covenants and agrees irrevocably with the Assignee that the Assignee shall have the right in the enforcement of its rights pursuant to this Assignment, to sue for payment or enforcing anything in this Assignment herein contained (a) in its own name; (b) in the name of the Assignor; or (c) in the names of both the Assignor and Assignee jointly.
5. PROVIDED, however, that until notified to the contrary in writing by the Assignee as a result of a default by the Assignor continuing beyond any cure period, the tenants under the Leases ("**Tenants**") shall pay the Rents reserved under the Leases (but only to the extent that the same may be due and payable thereunder) to the Assignor and any notice to the contrary required by this proviso may be effectively given by sending the same by registered mail to any Tenant at its premises on the Property or by delivering the same personally to any Tenant or an officer thereof.
6. The Assignor hereby declares that any direction or request from the Assignee to pay the Rents reserved to the Assignee pursuant to Section 5 above shall be sufficient warrant and authority to the Tenant to make such payments, and the payments of such Rents to the Assignee shall be and operate as a discharge of the said Rents to the Tenant.
7. The Assignor covenants and agrees with the Assignee not to renew or extend any of the Leases at rents of lesser amounts than are now payable under the Leases, other than in accordance with the operation of its business in the normal course.
8. The Assignee covenants and agrees with the Assignor to release this Assignment upon payment in full of the Mortgage in accordance with the terms thereof. The delivery to the Assignor of a discharge of the Mortgage shall operate as a release and reassignment of Rents.
9. The Assignor hereby covenants and agrees to and with the Assignee that this Assignment and everything herein contained shall be irrevocable without the consent of the Assignee.
10. PROVIDED that nothing in this Assignment contained shall be deemed to have the effect of making the Assignee responsible for the collection of Rents or any part thereof or for

the performance of any covenants, terms or conditions either by the Assignor or by the Tenants contained in any of the Leases, and that the Assignee shall not by virtue of this Assignment be deemed a mortgagee in possession of the Property, and the Assignee shall not be liable to account for any monies other than those actually received by it by virtue of this Assignment.

11. IT IS AGREED that waiver of or failure to enforce at any time or from time to time any of the rights of the Assignee under or by virtue of this Assignment shall not prejudice the Assignee's rights in the event of the breach, default or other occasion for the exercise of such rights again occurring.

12. In the event of any conflict or inconsistency between any provision of this Assignment and the provision of the Notice of General Assignment of Rents registered against title to the Property, the provision of this Assignment shall prevail to the extent of any such conflict or inconsistency.

IT IS HEREBY DECLARED AND AGREED that this Assignment and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and each of their respective heirs, estate trustees, personal legal representatives, successors and assigns.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Assignor has executed this Agreement as of the date first written above.

MIZRAHI (128 HAZELTON) INC.

Per: 

Name: Sam Mizrahi

Title: President

I have authority to bind the Corporation.

SCHEDULE "A"
(Description of Property)

Municipal Address:

126-128 Hazelton Avenue, Toronto, Ontario

Legal Description:

Firstly: Part Block A, Plan 411, Toronto, as in CT976610; City of Toronto (PIN 21196-0060 (LT));
and

Secondly: Lot 1-2, Plan 687E, City of Toronto (PIN 21196-0059 (LT)).

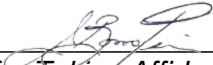
SCHEDULE "B"
(Specific Leases)

Leases

Registration Number

N/A

This is Exhibit "H" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C



GENERAL SECURITY AGREEMENT

DATED this 22nd day of June, 2017.

1. SECURITY INTEREST

1.1 For value received, Mizrahi (128 Hazelton) Inc. (the "Debtor") hereby grants to DUCA FINANCIAL SERVICES CREDIT UNION LTD. (the "Secured Party") a security interest (the "Security Interest") in the present and future undertaking and property, both real and personal, of the Debtor (collectively the "Collateral") and as further general and continuing security for the payment and performance of the Indebtedness, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral as and by way of a fixed and specified mortgage and charge to the Secured Party. Without limiting the generality of the foregoing, Collateral shall include all the right, title and interest that the Debtor now has or may hereafter have, be possessed of, be entitled to, or acquire in all property of the following kinds: all goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), accounts, chattel paper, documents of title (whether negotiable or not), equipment, instruments, intangibles, inventory, money and securities and in all proceeds and renewals thereof, accretions thereto and substitutions therefor and including the following:

- all inventory of whatever kind and wherever situated;
- all equipment (other than inventory) of whatever kind and wherever situated, including all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- all accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including guarantees, indemnities, letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor (hereinafter collectively called "Debts");
- all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, chattel paper or documents of title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- all contractual rights, licences and insurance claims and all goodwill, patents, trademarks, copyrights, and other intellectual property and industrial property and any rights of renewal or extension thereof;

- all monies other than trust monies lawfully belonging to others; and
 - all property described in any schedule now or hereafter annexed hereto.
- 1.2 The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term, including, without limitation, the Secured Party.
- 1.3 The terms "accessions", "account", "chattel paper", "document of title", "equipment", "goods", "instrument", "intangible", "inventory", "money", "personal property", "proceeds" and "security" whenever used herein have the meanings given to those terms in the *Personal Property Security Act* (Ontario) (the "P.P.S.A"). Provided always that the term "goods" when used herein shall not include "consumer goods" of the Debtor as that term is defined in the P.P.S.A., and the term "inventory" when used herein shall include livestock and the young thereof after conception, crops that become growing crops, fish after they are caught, minerals or hydrocarbons after they are extracted and timber after it is cut. Any reference herein to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

- 2.1 The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of the Debtor to the Secured Party (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is at any time and from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Secured Party shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

- 3.1 The Debtor represents and warrants and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that,

- (a) the Collateral is genuine and owned by the Debtor free of all security interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "**Encumbrances**"), save for the Security Interest and those Encumbrances approved in writing, prior to their creation or assumption, by the Secured Party (hereinafter collectively called "**Permitted Encumbrances**"); provided, that nothing in the foregoing definition of "Permitted Encumbrances" or otherwise in this Agreement shall (i) be construed as evidencing an intention or agreement on the part of the Secured Party that the Security Interest or the Indebtedness be or have been subordinated to any such Permitted Encumbrances; or (ii) cause any such subordination to occur.
- (b) to the best of the knowledge, information and belief of the Debtor, (i) each Debt, chattel paper and instrument constituting the Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**"), and the amount represented by the Debtor to the Secured Party from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable; and (ii) no Account Debtor now has any defence, set off, claims or counterclaim against the Debtor which can be asserted against the Secured Party, whether in any proceeding to enforce the Collateral or otherwise; and
- (c) the locations specified in Schedule "A" attached hereto as to the location of the business operations and records of the Debtor are accurate and complete and, with respect to goods (including inventory) constituting the Collateral, the locations specified in Schedule "A" are accurate and complete, save for goods in transit to such locations and inventory on lease or consignment; and all fixtures or goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situated at one of such locations.

4. COVENANTS OF DEBTOR

4.1 So long as this Agreement remains in effect the Debtor covenants and agrees,

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep the Collateral free from all Encumbrances, except for the Security Interest and the Permitted Encumbrances; and not to sell, exchange, transfer, assign, lease, or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Secured Party; provided always that, until default, the Debtor may, in the ordinary course of the Debtor's business, sell or lease inventory

and, subject to section 7.1 hereof, use monies available to the Debtor and the Debtor may sell or otherwise dispose of equipment which has become worn out or damaged or otherwise unsuitable for its purpose on condition that the Debtor shall substitute therefor, subject to the Security Interest, property of equal or greater value so that the Collateral shall not thereby be in any way reduced or impaired;

- (b) to notify the Secured Party in writing promptly of,
 - (i) any change in the information contained herein relating to the Debtor, the Debtor's business or the Collateral;
 - (ii) the details of any significant acquisition of Collateral;
 - (iii) the details of any claims or litigation affecting the Debtor or the Collateral;
 - (iv) any significant loss of or damage to the Collateral;
 - (v) any material default by any Account Debtor in payment or other performance of its obligations with respect to the Collateral; and
 - (vi) the return to or repossession by the Debtor of the Collateral;
- (c) to keep the Collateral in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;
- (d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters, information and things as may be reasonably requested by the Secured Party with respect to the Collateral in order to give effect to this agreement and to pay all costs for searches and filings in connection therewith;
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Collateral as and when the same become due and payable;
- (f) to insure the Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as the Secured Party shall reasonably direct with loss payable to the Secured Party and the Debtor, as

insureds, as their respective interests may appear, and to pay all premiums therefor;

- (g) to prevent the Collateral, save inventory sold or leased as permitted hereby, from being or becoming an accession to other property not charged by this Agreement;
- (h) to carry on and conduct the business of the Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral, and mark in the manner specified by the Secured Party from time to time any and all such records and the Collateral at the Secured Party's request so as to indicate the Security Interest; and
- (i) to deliver to the Secured Party from time to time promptly upon request,
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iv) all policies and certificates of insurance relating to the Collateral; and
 - (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Secured Party may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

5.1 Subject to compliance with the Debtor's covenants contained herein and section

7.1 hereof, the Debtor may, until default, possess, operate, collect, use and enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof; provided always that the Secured Party shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Secured Party may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Secured Party may reasonably request in connection therewith and for such purpose to grant to the Secured Party or its agents access to all places where the Collateral may be located and to all premises occupied by the Debtor.

6. SECURITIES

6.1 If the Collateral at any time includes shares in any affiliates of the Debtor,

the Debtor authorizes the Secured Party to transfer the same or any part thereof into its own name or that of its nominee. If the Collateral at any time includes Securities, other than shares in any affiliates of the Debtor, the Debtor authorizes the Secured Party, upon default, to transfer the same or any part thereof into its own name or that of its nominee so that the Secured Party or its nominee may appear of record as the sole owner thereof. After any transfer as aforesaid, the Debtor waives all right to receive any notices or communications received by the Secured Party or its nominee as such registered owner. Subject to the foregoing, upon the request of the Secured Party, the Debtor will instruct the issuer, clearing agency, custodian or nominee to make an entry in its records of the Secured Party's security interest in the Securities so as to effect delivery to and possession by the Secured Party of those securities.

7. COLLECTION OF DEBTS

- 7.1 Before or after default under this Agreement, the Secured Party may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on the Collateral to the Secured Party. The Debtor acknowledges that any payments on or other proceeds of the Collateral received by the Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Agreement, shall be received and held by the Debtor in trust for the Secured Party and shall be turned over to the Secured Party upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

- 8.1 Until default, the Debtor reserves the right to receive any monies constituting income from or interest on the Collateral and if the Secured Party receives any such monies prior to default, the Secured Party shall either credit same against the Indebtedness or pay the same promptly to the Debtor.
- 8.2 After default, the Debtor will not request or receive any monies constituting income from or interest on the Collateral and if the Debtor receives any such monies, without any request by the Secured Party, the Debtor will pay the same promptly to the Secured Party.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- 9.1 Whether or not default has occurred, the Debtor authorizes the Secured Party,
- (a) to receive any increase in or profits on the Collateral (other than money) and to hold the same as part of the Collateral. Money so received shall be treated as income for the purposes of sections 8.1 and 8.2 hereof and dealt with accordingly; and
 - (b) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of the Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of the Collateral.

- 9.2 If the Debtor receives any such increase or profits (other than money) or

payments or distributions, the Debtor will deliver the same promptly to the Secured Party to be held by the Secured Party as herein provided.

10. DISPOSITION OF MONIES

10.1 Subject to any applicable mandatory requirements of the P.P.S.A., all monies collected or received by the Secured Party pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied or reapplied on account of the Indebtedness in such manner as the Secured Party deems best in its sole discretion or, in the discretion of the Secured Party, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Secured Party hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

11.1 The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

- (a) the non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of the Indebtedness or the failure of the Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement between the Debtor and the Secured Party;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to an individual Debtor;
- (c) the bankruptcy or insolvency of the Debtor; the filing against the Debtor of a petition in bankruptcy; the making of an authorized assignment or proposal for the benefit of Secured Partys by the Debtor; the appointment of a receiver or trustee for the Debtor or for any assets of the Debtor; or the institution by or against the Debtor of any other type of insolvency proceeding under the *Bankruptcy and Insolvency Act (Canada)* or otherwise;
- (d) the institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Debtor;
- (e) if any Encumbrance affecting the Collateral becomes enforceable against the Collateral;
- (f) if the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the assets of the Debtor or any part thereof; or
- (h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to

or in connection with this Agreement, or otherwise (including the representations and warranties contained herein) or as an inducement to the Secured Party to extend any credit to or to enter into this Agreement or any other agreement with the Debtor, proves to have been false or inaccurate in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Secured Party at or prior to the time of such execution.

12. ACCELERATION

- 12.1 The Secured Party, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable without demand or notice of any kind, in the event of default, or if the Secured Party in good faith believes and has commercially reasonable grounds to believe that a material adverse change has occurred in the financial and business position of the Debtor. The provisions of this section 12.1 are not intended in any way to affect any right of the Secured Party with respect to Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

- 13.1 Upon default, the Secured Party may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Secured Party or not, to be a receiver (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of the Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not the Secured Party, and the Secured Party shall not be in any way responsible for any misconduct, negligence, or non-feasance on the part of any Receiver, his servants, agents or employees. Subject to the provisions of the instrument appointing him, any Receiver shall have power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral. To facilitate the foregoing powers, any Receiver may, to the exclusion of all others including the Debtor, enter upon by peaceable or forcible means at any time of the day or night, use and occupy all premises owned or occupied by the Debtor wherein the Collateral may be situated, maintain the Collateral upon such premises, borrow money on a secured or unsecured basis and use the Collateral directly in carrying on the Debtor's business or as security for loans or advances to enable him to carry on the Debtor's business or otherwise, as the Receiver shall, in his discretion, determine. Except as may be otherwise directed by the Secured Party, all monies received from time to time by any Receiver in carrying out his appointment shall be received in trust for and paid over to the Secured Party. Every Receiver may, in the discretion of the Secured Party,

be vested with all or any of the rights and powers of the Secured Party.

- 13.2 Upon default, the Secured Party may, either directly or through its agents or nominees, exercise all the powers and rights given to a Receiver by virtue of section 13.1 hereof.
- 13.3 The Secured Party may take possession of, collect, demand, sue on, enforce, recover and receive the Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, the Secured Party may sell, lease or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Secured Party may seem reasonable.
- 13.4 In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Debtor and the Secured Party and in addition to any other rights the Secured Party may have at law or in equity, the Secured Party shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that the Secured Party shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of the Collateral or to institute any proceedings for such purposes. Furthermore, the Secured Party shall have no obligation to take any steps to preserve rights against prior parties to any instrument or chattel paper, whether Collateral or proceeds and whether or not in the Secured Party's possession, and shall not be liable or accountable for failure to do so.
- 13.5 The Debtor acknowledges that the Secured Party or any Receiver appointed by it may take possession of the Collateral wherever it may be located and by any method permitted by law, and the Debtor agrees upon request from the Secured Party or any Receiver to assemble and deliver possession of the Collateral at such place or places as directed.
- 13.6 In the event of default, the Debtor agrees to pay all costs, charges and expenses reasonably incurred by the Secured Party or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors' and auditors' costs, other legal expenses and Receiver remuneration), in operating the Debtor's accounts, in enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for dispositions and disposing of the Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by the Secured Party or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.
- 13.7 Unless the Collateral in question is perishable, the Secured Party believes on reasonable grounds that the Collateral in question will decline speedily in value, the Collateral in question is of the type customarily sold on a recognized market, the cost and storage of the Collateral is disproportionately large relative to its value or a court of competent jurisdiction orders otherwise, the Secured Party will give the Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of

the Collateral is to be made, as may be required by the P.P.S.A

14. MISCELLANEOUS

- 14.1 The Debtor hereby authorizes the Secured Party to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying the Collateral or any permitted Encumbrances affecting the Collateral or identifying the locations at which the Debtor's business is carried on and the Collateral and records relating thereto are situate) as the Secured Party may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve the Collateral and to realize upon the Security Interest and the Debtor hereby irrevocably constitutes and appoints any officer or director from time to time of the Secured Party the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- 14.2 Without limiting any other right of the Secured Party, whenever Indebtedness is immediately due and payable or the Secured Party has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), the Secured Party may, in its sole discretion, set off against such Indebtedness any and all monies then owed to the Debtor by the Secured Party in any capacity, whether or not due, and the Secured Party shall be deemed to have exercised such right of setoff immediately at the time of making its decision to do so, even though any charge therefor is made or entered on the Secured Party's records subsequent thereto.
- 14.3 Upon the Debtor's failure to perform any of its duties hereunder, the Secured Party may, but shall not be obligated to do so, perform any or all of such duties, and the Debtor shall pay to the Secured Party, forthwith upon written demand therefor, an amount equal to the expense incurred by the Secured Party in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 18% per annum.
- 14.4 The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party may see fit without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize the Security Interest. Furthermore, after default, the Secured Party may demand, collect and sue on the Collateral in either the Debtor's or the Secured Party's name, at the Secured Party's option, and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting the Collateral.
- 14.5 No delay or omission by the Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Secured Party may remedy any default by the Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. All rights and remedies of the Secured Party granted or recognized herein

are cumulative and may be exercised at any time and from time to time independently or in combination.

- 14.6 The Debtor waives protest, notice of protest, notice of presentment and notice of dishonour of any instrument constituting the Collateral at any time held by the Secured Party on which the Debtor is in any way liable and subject to section 13.7 hereof, notice of any other action taken by the Secured Party.
- 14.7 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, estate trustees, personal legal representatives, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Secured Party.
- 14.8 Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- 14.9 Subject to the requirements of section 13.7 hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given if delivered by mail to the party for whom it is intended at the last known address of such party or if sent by prepaid registered mail addressed to the party for whom it is intended at the last known address of such party. Either party may notify the other pursuant hereto of any change in its address to be used for the purposes hereof.
- 14.10 This Agreement and the security created hereby is in addition to and not in substitution for any other security now or hereafter held by the Secured Party and is and is intended to be a continuing Agreement and shall remain in full force and effect until all Indebtedness contracted for or created, and any extensions or renewals thereof, together with interest accruing thereon shall be paid in full and this Agreement is discharged. If all the Indebtedness has been paid and satisfied and the Debtor has otherwise observed and performed all its obligations under this Agreement and is not then in default hereunder, then the Secured Party shall at the request and expense of the Debtor release and discharge the Security Interest and execute and deliver such deeds and other instruments as shall be requisite therefor.
- 14.11 In this Agreement (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (b) the word "including" shall mean "including, without limitation,;" (c) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or

replaced from time to time, and any successor statute thereto; (d) reference to the Debtor, the Secured Party and any other person shall include their respective heirs, estate trustees, personal legal representatives, successors and assigns; (e) the division of this Agreement into separate Sections, Subsections and Schedules, and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement; (f) the Secured Party's right to give or withhold any consent or approval, make any determination or exercise any discretion shall be exercised by the Secured Party acting reasonably unless otherwise expressly provided, except that following default the Secured Party shall be entitled to exercise the same in its sole discretion; (g) if more than one person is named as, or otherwise becomes liable for or assumes the obligations and liabilities of the Debtor, then the obligations and liabilities of all such persons shall be joint and several; (h) time shall be of the essence; and (i) all obligations of the Debtor in this Agreement will be deemed to be covenants by the Debtor in favour of the Secured Party.

- 14.12 In the event any provisions of this Agreement shall be deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.
- 14.13 Nothing herein contained shall in any way obligate the Secured Party to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- 14.14 The Security Interest created hereby shall attach when this Agreement is signed by the Debtor and delivered to the Secured Party. The Debtor and the Secured Party acknowledge that value has been given and the Debtor has rights in the Collateral.
- 14.15 The Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby,
 - (a) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company; and
 - (b) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Secured Party at the time of amalgamation and any "Indebtedness" of the amalgamated company to the Secured Party thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with the Debtor, and by the amalgamated company, at the time of

amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

14.16 This Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario as the same may from time to time be in effect, including, where applicable, the P.P.S.A.

15. COPY OF AGREEMENT

15.1 The Debtor hereby acknowledges receipt of a copy of this Agreement and all financing statements in respect hereof. In the event that the Secured Party pays to the Debtor any penalties pursuant to subsection 46(7) of the P.P.S.A. then the Debtor shall indemnify and hold harmless the Secured Party from all costs, expenses, penalties or charges arising in connection with any action by or on behalf of the Debtor pursuant to subsection 46(7) of the P.P.S.A.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the date first written above.

MIZRAHI (128 HAZELTON) INC.

Per: 
Name: Sam Mizrahi
Title: President

I have authority to bind the corporation.

SCHEDULE "A"
(Locations)

1. Business Locations

125, 126-128 Hazelton Avenue, Toronto, Ontario

2. Location of Records relating to Collateral

125 Hazelton Avenue, Toronto, Ontario

3. Locations of Collateral

125, 126-128 Hazelton Avenue, Toronto, Ontario

This is Exhibit "1" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C



Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880

F: 613.238.8507

www.solowaywright.com

Dan Leduc
Partner

Direct line: 613.782.3232

Email address: dleduc@solowaywright.com

FILE NO: 57108-1001

November 21, 2023

Delivered by Hand

CONSTANTINE ENTERPRISES INC.
333 Bloor Street East, 10th Floor
Toronto, ON M4W 1G9

AVIVA INSURANCE COMPANY OF CANADA
c/o Westmount Guarantee Services Inc.
600 Cochrane Drive, Suite 205
Markham, ON L3R 5K3

DUCA FINANCIAL SERVICES CREDIT UNION LTD.
5290 Yonge Street
Toronto, Ontario M2N 5P9

To Whom it May Concern:

Re: Claim for Lien – CEC Mechanical Ltd. (“CEC”)
Project: 128 Hazelton Avenue, Private Residences (the “Project”)

We are the lawyers for CEC who advises that the sum of \$507,657.76 inclusive of HST remains due, owing, and payable to it by Mizrahi (128 Hazelton) Inc. with regards to the installation of plumbing, HVAC and sprinkler systems to the above noted *Project*, located on the lands described in the attached Claim for Lien.

Please find enclosed for service, a copy of the Claim for Lien in this regard, along with a copy of the issued Statement of Claim and Certificate of Action perfecting same.

Ottawa Office

700 – 427 Laurier Avenue West, Ottawa ON K1R 7Y2
T: 613.236.0111 | 1.866.207.5880 | F: 613.238.8507

Kingston Office

510 – 366 King Street, Kingston ON K7K 6Y3
T: 613.544.7334 | 1.800.263.4257 | F: 1.800.263.4213

Please note that we *do not* require a Statement of Defence from you at this time, if you provide the following information as required by section 39 of the *Construction Act*, in relation to the mortgages registered in favour of Mizrahi (128 Hazelton) Inc. (collectively the "*Mortgages*") being:

- Instrument No. **AT3921042** and registered on or about June 19, 2015 (Constantine Enterprises)
 - Instrument No. **AT4349872** and registered on or about September 22, 2016 (Aviva)
 - Instrument No. **AT4608655** and registered on or about June 27, 2017 (DUCA Financial)
1. Sufficient details concerning the *Mortgages* to enable our client to determine whether the *Mortgages* were taken for the purposes of financing the making of the improvement; and,
 2. A statement showing the amount advanced under the *Mortgages*, the dates of those advances, and any arrears in payment including any arrears in the payment of interest.

Section 39 of the *Construction Act* requires that this information be provided in the next 21 days.

Respectfully,



Dan Leduc
Partner
DJL/mem
Encls. (3)

Properties	
------------	--

<i>PIN</i>	21196 - 0353 LT
<i>Description</i>	PART LOT 1, PLAN 687E & PART BLOCK A, PLAN 411 PART 1, 66R32656; SUBJECT TO AN EASEMENT AS IN AT4864056; SUBJECT TO AN EASEMENT AS IN AT5237797; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 1 AND 2, PLAN 687-E DESIGNATED AS PART 1 ON PLAN 66R-31612 AS IN AT5927858; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER PART TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 BEING PART 3, 66R32656 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS ON LEVELS 1 & A AND UNITS 8, 9, 10, 12 & 13, LEVEL A TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; SUBJECT TO AN EASEMENT IN FAVOUR OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76967 - 0001 LT
<i>Description</i>	UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76967 - 0004 LT
<i>Description</i>	UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76967 - 0008 LT
<i>Description</i>	UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76967 - 0010 LT
<i>Description</i>	UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76967 - 0011 LT
<i>Description</i>	UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76967 - 0012 LT
<i>Description</i>	UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76967 - 0017 LT
<i>Description</i>	UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76967 - 0018 LT
<i>Description</i>	UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

Consideration

Consideration \$863,657.76

Claimant(s)

Name CEC MECHANICAL LTD.
 Address for Service c/o Dan Leduc
 Soloway Wright LLP
 427 Laurier Avenue West, Suite 700
 Ottawa, ON, K1R 7Y2

I, David Beswick, Owner, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Statements

Name and Address of Owner MIZRAHI (128 HAZELTON) INC., 126 Hazelton Avenue, Toronto, ON, M5R 2E4 Name and address of person to whom lien claimant supplied services or materials MIZRAHI (128 HAZELTON) INC., 126 Hazelton Avenue, Toronto, ON, M5R 2E4 Time within which services or materials were supplied from 2018/03/09 to 2023/09/26 Short description of services or materials that have been supplied Plumbing, HVAC and sprinkler systems installation. Contract price or subcontract price \$6,531,869.40 plus HST Amount claimed as owing in respect of services or materials that have been supplied \$863,657.76 incl. HST

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Megan Elizabeth Maciver	700-427 Laurier Ave. West Ottawa K1R 7Y2	acting for Applicant(s)	Signed	2023 09 28
-------------------------	--	----------------------------	--------	------------

Tel 613-236-0111

Fax 613-238-8507

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

Submitted By

SOLOWAY, WRIGHT (2)	700-427 Laurier Ave. West Ottawa K1R 7Y2	2023 09 28
---------------------	--	------------

Tel 613-236-0111

Fax 613-238-8507

Fees/Taxes/Payment

Statutory Registration Fee	\$69.00
Total Paid	\$69.00



Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF THE *CONSTRUCTION ACT*, R.S.O. 1990, c. C.30
(formerly the *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30)

B E T W E E N :

CEC MECHANICAL LTD.

Plaintiff

- and -

MIZRAHI (128 HAZELTON) INC., CONSTANTINE ENTERPRISES INC.,
AVIVA INSURANCE COMPANY OF CANADA and
DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$800.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: November 21, 2023

Issued by “electronically issued”
Local registrar

Address of court office: 330 University Ave.
Toronto, Ontario M5G 1R7

TO: MIZRAHI (128 HAZELTON) INC.
126 Hazelton Avenue
Toronto, ON, M5R 2E4

AND TO: CONSTANTINE ENTERPRISES INC.
333 Bloor Street East, 10th Floor
Toronto, ON M4W 1G9

AND TO: AVIVA INSURANCE COMPANY OF CANADA
c/o Westmount Guarantee Services Inc.
600 Cochrane Drive, Suite 205
Markham, ON L3R 5K3

AND TO: DUCA FINANCIAL SERVICES CREDIT UNION LTD.
5290 Yonge Street
Toronto, Ontario M2N 5P9

CLAIM

- 1 The Plaintiff, CEC Mechanical Ltd. (“CEC”) claims:
 - (a) as against the defendant, Mizrahi (128 Hazelton) Inc. (“Mizrahi”):
 - (i) payment of the sum of \$507,657.76, inclusive of HST, being the balance due under the agreement entered into, as described below and hereinafter pleaded;
 - (ii) payment of any further sums that may become due and owing, for any additional supply of services and materials by the Plaintiff to the project known as “128 Hazelton – Private Residences” (the “Project”);
 - (iii) further or in the alternative to 1(a)(i), damages in the amount of \$507,657.76 for breach of contract, unjust enrichment and/or *quantum meruit*;
 - (iv) in addition to 1(a)(i) and/or 1(a)(iii), a claim for other and further damages the particulars of which will be provided in advance of trial;
 - (b) as against all of the defendants, or any of them:
 - (i) a declaration that the Plaintiff is entitled to a lien against all of the estate, title, and interest of the defendants in the lands and premises legally described in the CEC’s claim for lien;

- (ii) a declaration that the *CEC's* claim for lien attaches to any security posted to vacate the *CEC's* claim for lien;
- (iii) a declaration that *CEC* is entitled to a charge in the amount of \$507,657.76 against the holdbacks required to be retained by the defendants, pursuant to the provisions of the *Construction Act*, R.S.O. 1990, c. C.30;
- (iv) payment of the sum of \$507,657.76, or such further and other sum for which particulars will be provided, being the value of the service, materials supplied, and work performed by the Plaintiff, at the request of, or behalf of, and with the privity and consent of the defendants for which the Plaintiff remains unpaid;
- (v) in the event of default of payment of the above sum, plus interest and costs, a declaration that any security posted with the Accountant of the Superior Court of Justice to vacate the Plaintiff's claim for lien be delivered up and paid to the Plaintiff to satisfy its lien, plus interests and costs;
- (vi) an accounting and tracing from the defendants of the funds advanced or paid to them for the purpose of financing the improvement at the *Project*;

- (vii) a declaration of priority over the mortgage(s) described herein as applicable pursuant to s.78 of the *Construction Act* as well as any unregistered mortgages, leases, easements, rights of way, debentures, and other unregistered interests pursuant to the provisions of the *Construction Act*;
- (viii) in the alternative, a declaration of full priority over said mortgage(s) to the extent of any unadvanced portions thereof pursuant to the *Construction Act*;
- (ix) in the further alternative, a declaration of full priority over said mortgages to the extent that any portion of said mortgages advanced exceeded or exceeds the actual value of the lands and premises which are the subject matter of this action, at the time the first lien arose;
- (x) in the further alternative, a declaration of full priority over the said mortgages to the extent that there are deficiencies in any holdbacks required to be retained pursuant to the *Construction Act*;
- (xi) an order for the appointment of a trustee pursuant to s.68 of the *Construction Act*;
- (xii) in default of payment of the sums claimed herein, all the estate and interests of the defendants in the land and premise comprising the

Plaintiff's claim for lien be sold and the proceeds applied in and towards payment of the Plaintiff's claim and costs;

- (xiii) payment of pre-judgment and post-judgment interest on any sums owing or damages owing by the defendants to the Plaintiff calculated pursuant to the agreement made between the Plaintiff and Derek Firth and Liisa Vexler, or in the alternative, pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C-43 or pursuant to the *Interest Act* (R.S.C. 1985, c. I-15);
- (xiv) its cost of this action on a substantial indemnity basis;
- (xv) HST on any sums owing to the Plaintiff where not already claimed but due and/or applicable;
- (xvi) for the purposes aforesaid, all proper directions be given and accounts taken;
- (xvii) further damages in an amount to be particularized as a result of the actions and inactions of the defendants, including without limitation:
 - (1) *Mizrahi's* breach of its duty of good faith performance of the agreement;
- (xviii) such further and other relief as is just.

The Parties

2 *CEC* is a corporation incorporated pursuant the laws of the Province of Ontario with its head office located in King City, Ontario. *CEC* carries on business as mechanical contracting company that specializes in plumbing, HVAC, building automation, sprinklers, and site services.

3 *Mizrahi* is a corporation incorporated pursuant to the laws of the Province of Ontario with its head office located in Toronto, Ontario. *Mizrahi* carries on business as a real estate development company and was at all material times the owner, as defined by the *Construction Act*, of the lands and premises described in the *CEC's* claim for lien.

4 The defendant, Constantine Enterprises Ltd., is a private real estate fund and has a mortgage registered as Instrument No. AT3921042 dated June 19, 2015 in the amount of \$21,000,000.00 on the lands and premises comprising *CEC's* claim for lien.

5 The defendant, Aviva Insurance Company of Canada, is a Canadian insurance company and has a mortgage registered as Instrument No. AT4349872 dated September 22, 2016 in the amount of \$18,500,000.00 on the lands and premises comprising *CEC's* claim for lien.

6 The defendant, DUCA Financial Services Credit Union Ltd., is a financial services company and has a mortgage registered as Instrument No. AT4608655 dated June 27, 2017 in the amount of \$35,000,000.00 on the lands and premises comprising *CEC's* claim for lien.

7 It is in respect of the aforementioned mortgages on which the Plaintiff seeks the relief claimed in paragraph one herein.

The Contract

8 On or around February 28, 2018 *CEC* and *Mizrahi* entered into an agreement (the “*Contract*”) whereby *CEC* was to supply mechanical works to the *Project*, located on the premises legally described in the Plaintiff’s claim for lien.

9 The provisions of the *Construction Lien Act* apply to this proceeding because the *Contract* was entered into in or about February 2018, being before the day subsection 2(2) of the *Construction Lien Amendment Act, 2017* came into force (transition section 87.3(1)).

10 The Plaintiff states that it completed the terms of the *Contract* and that the sum of \$507,657.76 plus interest is still due and owing to it. Particulars of the amount owing are known to *Mizrahi*.

Claim for Lien

11 By reason of supplying the said labour and materials as described herein, the Plaintiff is entitled to a lien pursuant to the provisions of the *Construction Act* for the sum claimed in its registered claim for lien together with judgment for additional sums claimed herein, namely interest and costs, and such further and other damages as may be claimed prior to trial for which particulars will provided in advance of trial.

12 The Plaintiff states that on September 28, 2023 it registered a claim for lien (“*Claim for Lien*”) in the amount of \$863,657.76 received by the Land Registry Office as Instrument No. AT6429473. The total amount of services and materials invoiced to date that remains unpaid is now \$863,657.76, which is broken down as follows:

Inv/Chk	Date	Sales Category	Trn Typ	Amount	Balance Outstanding
J003237	Dec07/22	MISC	IN	516,756.04	
17006	Aug31/23	MISC	PY	0.00	516,756.04
J003238	Dec07/22	MISC	IN	136,623.20	
17017	Aug31/23	MISC	PY	0.00	136,623.20
J003239	Dec07/22	MISC	IN	53,955.96	
17018	Aug31/23	MISC	PY	0.00	53,955.96
J003323	Jun30/23	MISC	IN	35,002.90	35,002.90
J003324	Jun30/23	MISC	IN	1,118.70	1,118.70
J003325	Jun30/23	MISC	IN	58,302.68	
17006	Jun27/23	MISC	PY	-58,302.68	0.00
J003356	Jul31/23	MISC	IN	100,753.00	100,753.00
J003357	Jul31/23	MISC	IN	19,447.96	19,447.96
				Total	863,657.76

13 A copy of the *Claim for Lien* is attached to this Statement of Claim as **Appendix "A"**, in respect of particulars.

14 On October 19, 2023, the Plaintiff received a payment from *Mizrahi* in the amount of \$356,000.00, reducing the value of the *Claim for Lien* to \$507,657.76.

15 The Plaintiff claims priority over any mortgages, registered or unregistered as applicable, in accordance with section 78 of the *Construction Act*.

16 Further or in the alternative, in the event that monies are paid into court, or security posted and an order vacating the registration of the *Claim for Lien* of the Plaintiff is granted pursuant to the *Construction Act*, the Plaintiff claims the charge upon the amount or the amounts paid into court or security posted and payment of the Plaintiff's *Claim for Lien* plus

interest and costs from the monies paid into court or from the proceeds of any security posted pursuant to the provisions of the *Construction Act*.

17 The lands and premises described in the Plaintiff's *Claim for Lien* were at all times owned by the *Mizrahi*, defined above, and are the lands and premises to which the Plaintiff supplied its services and materials, from which the defendants have derived a direct benefit, and have been enriched by the value thereof.

18 The Plaintiff states that the quantum of its *Claim for Lien* represents the price of the materials and services it provided to the *Project* which remains unpaid.

19 In the further alternative to the claims set out above, as a result of the Plaintiff undertaking its work described herein, the defendants have been unjustly enriched and the Plaintiff has suffered a corresponding loss or deprivation. *Mizrahi* requested and received valuable services, labour, and materials from the Plaintiff and the defendants have not paid for those services, labour, and materials. There is no juristic reason to permit the defendants to retain, without payment or compensation, the benefits of the work carried out by the Plaintiff, for which the Plaintiff received no compensation.

20 Further or in the alternative, the Plaintiff claims the sums claimed herein on the basis of unjust enrichment and/or *quantum meruit*.

November 21, 2023

SOLOWAY WRIGHT LLP

Lawyers

700 - 427 Laurier Avenue West

Ottawa, Ontario, K1R 7Y2

Dan J. Leduc (33967P) dleduc@solowaywright.com

Tel: 613-782-3232

Lawyers for the Plaintiff

Appendix "A"

LRO# 80 Construction Lien

Received as AT6429473 on 2023 09 28 at 10:51

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

yyyy mm dd Page 1 of 2

Properties	
------------	--

PIN	21196 - 0353 LT
Description	PART LOT 1, PLAN 687E & PART BLOCK A, PLAN 411 PART 1, 66R32656; SUBJECT TO AN EASEMENT AS IN AT4864056; SUBJECT TO AN EASEMENT AS IN AT5237797; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 1 AND 2, PLAN 687-E DESIGNATED AS PART 1 ON PLAN 66R-316 12 AS IN AT5927858; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER PART TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 BEING PART 3, 66R32656 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS ON LEVELS 1 & A AND UNITS 8, 9, 10, 12 & 13, LEVEL A TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; SUBJECT TO AN EASEMENT IN FAVOUR OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; CITY OF TORONTO
Address	TORONTO
PIN	76967 - 0001 LT
Description	UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address	TORONTO
PIN	76967 - 0004 LT
Description	UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address	TORONTO
PIN	76967 - 0008 LT
Description	UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address	TORONTO
PIN	76967 - 0010 LT
Description	UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address	TORONTO
PIN	76967 - 0011 LT
Description	UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address	TORONTO
PIN	76967 - 0012 LT
Description	UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address	TORONTO
PIN	76967 - 0017 LT
Description	UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address	TORONTO
PIN	76967 - 0018 LT
Description	UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address	TORONTO
PIN	76967 - 0019 LT
Description	UNIT 2, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address	TORONTO
PIN	76967 - 0020 LT
Description	UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address	TORONTO

LRO# 80 Construction Lien

Received as AT6429473 on 2023 09 28 at 10:51

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

yyyy mm dd Page 2 of 2

Consideration

Consideration \$863,657.76

Claimant(s)

Name CEC MECHANICAL LTD.
Address for Service c/o Dan Leduc
Soloway Wright LLP
427 Laurier Avenue West, Suite 700
Ottawa, ON, K1R 7Y2

I, David Beswick, Owner, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Statements

Name and Address of Owner MIZRAHI (128 HAZELTON) INC., 126 Hazelton Avenue, Toronto, ON, M5R 2E4 Name and address of person to whom lien claimant supplied services or materials MIZRAHI (128 HAZELTON) INC., 126 Hazelton Avenue, Toronto, ON, M5R 2E4 Time within which services or materials were supplied from 2018/03/09 to 2023/09/26 Short description of services or materials that have been supplied Plumbing, HVAC and sprinkler systems installation. Contract price or subcontract price \$6,531,869.40 plus HST Amount claimed as owing in respect of services or materials that have been supplied \$863,657.76 incl. HST

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Megan Elizabeth Maclver	700-427 Laurier Ave. West Ottawa K1R 7Y2	acting for Applicant(s)	Signed	2023 09 28
-------------------------	--	----------------------------	--------	------------

Tel 613-236-0111

Fax 613-238-8507

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

Submitted By

SOLOWAY, WRIGHT (2)	700-427 Laurier Ave. West Ottawa K1R 7Y2	2023 09 28
---------------------	--	------------

Tel 613-236-0111

Fax 613-238-8507

Fees/Taxes/Payment

Statutory Registration Fee	\$69.00
Total Paid	\$69.00

CEC MECHANICAL LTD. and MIZRAHI (128 HAZELTON) INC. et al.
Plaintiff and Defendants

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF THE CONSTRUCTION ACT, R.S.O.
1990, c. C.30

Proceeding commenced at TORONTO

STATEMENT OF CLAIM

SOLOWAY WRIGHT LLP
Lawyers
700 - 427 Laurier Avenue West
Ottawa, Ontario, K1R 7Y2

Dan J. Leduc (33967P)
dleduc@solowaywright.com
Tel: 613-782-3232

Lawyers for the Plaintiff



FORM 14
CERTIFICATE OF ACTION UNDER SECTION 36 OF THE ACT
Construction Act

.....
Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN **CEC MECHANICAL LTD.** **Plaintiff**

-and-

**MIZRAHI (128 HAZELTON) INC., CONSTANTINE ENTERPRISES INC.,
AVIVA INSURANCE COMPANY OF CANADA and
DUCA FINANCIAL SERVICES CREDIT UNION LTD.** **Defendants**

CERTIFICATE OF ACTION

I certify that an action has been commenced in the Superior Court of Justice under the *Construction Act* between the above parties in respect of the premises described in Schedule A to this certificate, and relating to the claim(s) for lien bearing the following registration numbers:

AT6429473

Date: November 21, 2023

.....
"electronically issued"
registrar

SCHEDULE A

Description of premises:

PIN 21196 - 0353 LT
Description PART LOT 1, PLAN 687E & PART BLOCK A, PLAN 411 PART 1, 66R32656; SUBJECT TO AN EASEMENT AS IN AT4864056; SUBJECT TO AN EASEMENT AS IN AT5237797; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 1 AND 2, PLAN 687-E DESIGNATED AS PART 1 ON PLAN 66R-31612 AS IN AT5927858; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER PART TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 BEING PART 3, 66R32656 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS ON LEVELS 1 & A AND UNITS 8, 9, 10, 12 & 13, LEVEL A TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; SUBJECT TO AN EASEMENT IN FAVOUR OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; CITY OF TORONTO
Address TORONTO

PIN 76967 - 0001 LT
Description UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address TORONTO

PIN 76967 - 0004 LT
Description UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address TORONTO

PIN 76967 - 0008 LT
Description UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address TORONTO

PIN 76967 - 0010 LT
Description UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address TORONTO

PIN 76967 - 0011 LT
Description UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address TORONTO

PIN 76967 - 0012 LT
Description UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address TORONTO

PIN 76967 - 0017 LT
Description UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address TORONTO

PIN 76967 - 0018 LT
Description UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address TORONTO

PIN 76967 - 0019 LT
Description UNIT 2, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address TORONTO

PIN 76967 - 0020 LT
Description UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO
Address TORONTO

(The description of the premises must be the same as in the statement of claim, and must be sufficient for registration under the *Land Titles Act* or the *Registry Act*, as the case may be.)

CEC MECHANICAL LTD.
Plaintiff

-and-

MIZRAHI (128 HAZELTON) INC. et al.
Defendants
Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the Construction Act, R.S.O. 1990, c. C.30

Proceeding commenced at TORONTO

CERTIFICATE OF ACTION

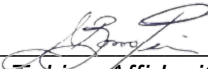
SOLOWAY WRIGHT LLP

Lawyers
700 - 427 Laurier Avenue West
Ottawa, Ontario, K1R 7Y2

Dan J. Leduc (33967P)
dleduc@solowaywright.com
Tel: 613-782-3232

Lawyers for the Plaintiff

This is Exhibit "J" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C



5255 Yonge Street, 4th Floor, Toronto, ON M2N 6P4 • 416-223-8838 • www.duca.com

November 15th, 2023

Mizrahi (128 Hazelton) Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4
Attention: Sam Mizrahi

The purpose of this letter is to confirm concerns of DUCA regarding i) publicly available information in respect of an appointment of Alvarez & Marsal Canada Inc as receiver and manager of “The One” project where Mizrahi Inc acts in capacity of the developer and general contractor of the project, ii) ongoing construction delays of the condominium located at 128 Hazelton Avenue in Toronto, which have resulted in delayed loan repayment exceeding the maturity date of September 30th, 2023. and iii) inability to control closing dates of remaining units.

As a result of the above-mentioned concerns and inability to properly review documentation by DUCA, the risk profile of the Borrower has deteriorated, and consequently DUCA will require specialized assistance to manage your account on a go-forward basis. Accordingly, please be advised that effective immediately, your accounts are being assigned to Mr. Ivan Bogdanovich in our Special Assets group.

Mr. Ivan Bogdanovich
Director, Special Assets
5255 Yonge Street
Toronto, ON M2N 6P4
E: ibogdanovich@duca.com
T: 416.590.2175 / M: 416.550.8157

As Mr. Bogdanovich will have responsibility for your account, all future inquiries should be directed to his attention.

Due to the higher risk and additional administration now required to manage your accounts, Duca may be reviewing all rates and fees being charged to the Borrower, which rates and fees may increase. In addition, DUCA may be retaining legal counsel and/or other professional advisors, and all costs incurred by DUCA in respect thereto will be charged to the accounts of the Borrowers from time to time.

Yours truly,

**DUCA FINANCIAL SERVICES
CREDIT UNION LTD.**

Per: 

Kyle Yatabe / VP, Commercial Banking, Construction & Leasing

This is Exhibit "K" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C



11505 TECUMSEH ROAD EAST
WINDSOR, ONTARIO N8N 1L8

199 BAY STREET, SUITE 2200
P.O. BOX 447, COMMERCE COURT POSTAL STATION
TORONTO, ON CANADA M5L 1G4
TELEPHONE: 416-777-0101
FACSIMILE: 844-670-6009
<http://www.dickinsonwright.com>

JOHN D. LESLIE
JLeslie@dickinsonwright.com
416-646-3801

December 6, 2023

DELIVERED

Mizrahi (128 Hazelton) Inc.
125, 126-128 Hazelton Avenue
Toronto, Ontario M5R 2E4

Dear Sirs:

**Re: DUCA Financial Services Credit Union Ltd. (“DUCA”) and Loan to Mizrahi (128 Hazelton) Inc.
Our File No.: 105220-2**

We represent DUCA in respect of the above-referenced matter.

We refer to the indebtedness of Mizrahi (128 Hazelton) Inc. to DUCA pursuant to a commitment letter dated June 27, 2017, as amended by letters dated May 4, 2017, June 19, 2017, December 4, 2018, June 30, 2020, January 20, 2021, June 30, 2021, February 28, 2022, June 30, 2022, October 31, 2022, January 31, 2023 and April 30, 2023 (collectively the “**Commitment**”).

Pursuant to the Commitment, you are indebted to DUCA in the amount of \$15,930,864.63, as at December 6, 2023, plus all interest accruing thereon from and after that date at the rate of interest applicable pursuant to the Commitment, plus costs.

As set out in our letter to you dated December 1, 2023, you are in default of your obligations pursuant to the Commitment by virtue of your failure to cause the Claim for Lien under the *Construction Act* registered by CEC Mechanical Ltd as instrument number AT6429473 to be vacated or discharged within 10 days after the date of the registration thereof on title to the real property known municipally as 126- 128 Hazelton avenue, Toronto, Ontario.

On behalf of DUCA, we hereby demand payment of your indebtedness in the amount of \$ 15,930,864.63, as at December 6 2023, plus interest accrued thereon at the rate of interest provided for in the Commitment.

We enclose a Notice to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act*.

Mizrahi (128 Hazelton) Inc.
December 6, 2023
Page 2

DICKINSON WRIGHT LLP

Please acknowledge your receipt of this letter and the enclosed Notice of Intention to Enforce Security by signing and returning a copy of the attached Consent and Waiver.

Sincerely,

DICKINSON WRIGHT LLP


John D. Leslie

JDL/jss
Encl.

4883-6565-4676 v1 [105220-2]

NOTICE OF INTENTION TO ENFORCE SECURITY

Subsection 244(1) of the *Bankruptcy and Insolvency Act (Canada)*

To: **Mizrahi (128 Hazelton) Inc.**, an insolvent person

Attention: President

TAKE NOTE THAT:

1. DUCA Financial Services Credit Union Ltd. (“**DUCA**”), a secured creditor, intends to enforce its security on the insolvent person’s property described below:
 - (a) All present and future personal property, assets and undertakings of Mizrahi (128 Hazelton) Inc., including without limitation, accounts, books and records, chattel paper, documents of title, equipment, goods, instruments, intangibles (including intellectual property rights, contracts and permits), inventory, money, securities, contracts, licenses, agreements and the real property known municipally as 126-128 Hazelton Avenue, Toronto, Ontario PIN 21196-0059 LT and PIN 21196-0060 LT) (the “**Real Property**”), and more particularly described in the security agreements set out below.
2. The security that is to be enforced is in the form of the following (hereinafter collectively referred to as the “**Security**”):
 - (a) Charge/mortgage in the principal amount of \$35 million registered on June 27, 2017 on title to the Real Property as instrument number AT4608655;
 - (b) Assignment of Rents registered on June 27, 2017 on title to the Real Property as instrument number AT4608656;
 - (c) General Security Agreement dated June 22, 2017 granted by Mizrahi (128 Hazelton) Inc. in favour of DUCA;
 - (d) Assignment of Agreements of Purchase and Sale granted by Mizrahi (128 Hazelton) Inc. in favour of DUCA; and
 - (e) Assignment of Construction Contracts dated June 22, 2017 granted by Mizrahi (128 Hazelton) Inc. in favour of DUCA.
3. The total amount of indebtedness secured by the Security is the principal amount of \$15,930,864.63 as at December 6, 2023, plus interest accrued thereon, and costs.

4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period after this notice is sent, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ontario, this 6th day of December, 2023.

DICKINSON WRIGHT LLP
solicitors on behalf of the Bank



Per: _____
Lisa S. Corne

**SCHEDULE A
CONSENT AND WAIVER**

To: DUCA Financial Services Credit Union Ltd. (“DUCA”)

TAKE NOTE THAT:

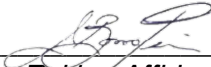
1. The undersigned hereby acknowledges receipt of a Notice of Intention to Enforce Security dated December 6, 2023 pursuant to Section 244 of the *Bankruptcy and Insolvency Act* (Canada) with respect to the assets of the undersigned, waives its right to the ten-day notice period and to redeem the collateral, and consents to the immediate enforcement of the security held by DUCA.
2. The undersigned hereby acknowledges its inability to make payment of the amount of its liabilities to DUCA, and hereby consents to the immediate enforcement of the Security granted by it to DUCA by any means deemed appropriate, including the appointment either privately or by application to the court at the option of DUCA, of an interim receiver, receiver, or receiver and manager of its property, assets, and undertakings.
3. The undersigned hereby acknowledges and confirms that it has sought the advice and recommendations of its professional advisors to the extent it deems appropriate in connection with the execution of this Consent and Waiver and is executing this Consent and Waiver freely, voluntarily, and without any duress.

DATED at Toronto, Ontario this _____ day of December, 2023.

MIZRAHI (128 HAZELTON) INC.

Per: _____

This is Exhibit "L" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

DEBT PURCHASE AGREEMENT

This Debt Purchase Agreement (this "**Agreement**") is made as of February 1, 2024 between Duca Financial Services Credit Union Ltd. (the "**Assignor**") and Constantine Enterprises Ltd. (the "**Assignee**").

WHEREAS:

- A. The Assignor advanced a secured demand loan to Mizrahi (128 Hazelton) Inc. (the "**Borrower**") on the terms and conditions set out in a commitment letter dated January 27, 2017, as amended by letters dated May 4, 2017, June 19, 2017, December 4, 2018, June 30, 2020, January 20, 2021, June 30, 2021, February 28, 2022, June 30, 2022, October 31, 2022, January 31, 2023, and April 30, 2023 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "**Commitment Letter**") between the Assignor and the Borrower.
- B. As security for, or in connection with, all indebtedness, obligations and liabilities of the Borrower to the Assignor, including, without limitation under and in connection with the Commitment Letter, the Borrower and Mizrahi Developments Inc., Sam Mizrahi, and Robert Hiscox (together with the Borrower, the "**Obligors**") executed and delivered in favour of the Assignor the guarantees and documents listed on Schedule A hereto (collectively, the "**Security Documents**").
- C. On December 1, 2023, the Assignor delivered formal notice of default to the Borrower and on December 6, 2023, the Assignor made a formal demand for payment to the Borrower and issued a Notice of Intention to Enforce Security under section 244(1) of the Bankruptcy and Insolvency Act.
- D. On January 15, 2024, the Assignor commenced an application in the Ontario Superior Court of Justice (Commercial List) bearing Court File CV-24-00713019-00CL (the "**Receivership Application**") against the Borrower which is currently returnable on March 4, 2024.

IN CONSIDERATION OF THE PAYMENT by the Assignee to the Assignor of \$16,148,535.90 (the "Purchase Price") and \$127,300.00 (the "Cash Collateral"), and other good and valuable consideration, the receipt of which are hereby acknowledged. the parties hereto agree as follows:

- 1. **Assignment of all Obligations, Commitment Letter and Security Documents.** The Assignor hereby assigns to the Assignee, and the Assignee hereby purchases from the Assignor, without recourse and without representations or warranties of any kind (except as set forth in Section 2 below):
 - (a) the amount of \$16,148,535.90 owing by the Borrower to the Assignor pursuant to the Commitment Letter as of the date hereof, (the "**Obligations**"); and
 - (b) all of the Assignor's rights, benefits and interests in the Commitment Letter and the Security Documents, including, without limitation the right to enforce payment of the Obligations,

(the Obligations and the rights, benefits and interests described in clause (b) above are referred to collectively in this Agreement as the "**Assigned Rights and Obligations**"). The Assignor agrees to forthwith deliver originals (to the extent in Assignor's possession, and otherwise copies) of the Commitment Letter and the Security Documents to the Assignee.

The Assignor acknowledges that it has received the Cash Collateral and agrees (i) it shall hold the Cash Collateral in trust as continuing security for the obligations of the Borrower to the Assignor in the amount of \$127,300.00 under or in connection with Letter of Credit No 2521706 in the amount of \$112,300 issued on November 3, 2020, and Letter of Credit No.2018-006 in the amount of \$293,000.00 issued on September 17, 2020, \$15,000.00 of which remains to be drawn (collectively, the "**LCs**") and any related letter of credit indemnity agreements provided by the Borrower to the Assignor, and (ii) shall apply the Cash Collateral to any indebtedness, liability or obligation of the Borrower arising under or in connection with such agreements. In the event that the LCs mature or are returned for cancellation undrawn and (in each case) are not subject to an order, judgment, injunction or other such determination restricting payment under such LC or extending the Assignor's liability beyond the expiration date stated in such LC, the Assignor shall return the portion of the Cash Collateral corresponding to the undrawn amount of such LC to the Assignee. The Cash Collateral shall earn interest at the rates and in accordance with the prevailing practice of the Assignor for accounts that hold cash collateral.

2. **Representations and Warranties of the Assignor**. The Assignor hereby represents and warrants to the Assignee the following:

- (a) this Agreement is a legal, valid, and binding agreement of the Assignor, enforceable against the Assignor according to its terms;
- (b) the Assignor has full power and authority, and has taken all action necessary, to authorize, execute and deliver this Agreement and to fulfil its duties and obligations hereunder and to consummate the transactions contemplated hereby;
- (c) the Assignor is the owner of the Assigned Rights and Obligations, free and clear of any security interest or restriction on transfer;
- (d) the Commitment Letter and the Security Documents constitute all of the agreements and documents issued by the Borrower or third parties in favour of the Assignor and there are no other agreements or documents between the Assignor and any other party which modify or amend in any way the agreements set out therein.

3. Except as expressly set out in this Agreement, the Assignor makes no representations or warranties with respect to the validity, enforceability, perfection, attachment, priority or any other matter regarding any of the Security Documents;

4. **Representations and Warranties of the Assignees**. The Assignee hereby represents and warrant to the Assignor the following:

- (a) this Agreement is a legal, valid, and binding agreement of the Assignee, enforceable against it according to its terms;

- (b) the execution and performance by the Assignee of its duties and obligations under this Agreement will not require any registration with, notice to, or consent or approval by any governmental authority; and
 - (c) the Assignee has full power and authority, and has taken all action necessary, to authorize, execute and deliver this Agreement and to fulfill its duties and obligations hereunder and to consummate the transactions contemplated hereby.
- 5. The Assignee acknowledges that it has inspected the Security and accepts the Security and all registrations and documents relating thereto on an “as is” basis, in their present state and condition and is relying solely on its own inspection and judgment regarding the Security in entering into this Agreement;
- 6. Notwithstanding any provision hereof or of the Documents, the Assignee acknowledges and agrees that it will pursue any claims related to the Indebtedness or the Documents in its own name and not in the name of the Assignor;
- 7. **Further Assurances.** The parties hereto shall forthwith, and from time to time, execute all documents and do all things which may be necessary or advisable, in the reasonable opinion of the Assignee, relying upon the opinion of counsel, and at the cost and expense of the Assignee, to give full effect to this Agreement. Without limiting the generality of the foregoing, the Assignee by its agents or authorized representatives, are hereby authorized by the Assignor to: (a) file or cause to be filed all financing change statements under applicable personal property security legislation or any similar type amending registrations under analogous personal property security legislation in respect of this Agreement, as the Assignee sees fit; (b) file or cause to be filed all charges, mortgages and other encumbrances as may be required under applicable real property security legislation in respect of this Agreement, as the Assignee, relying upon the opinion of counsel, sees fit; and (c) contact Borrower’s insurance brokers in order to obtain a revised certificate of insurance evidencing the Assignee as first mortgagee and loss payee in respect of any insurance policies maintained by the Borrower which have previously been assigned to the Assignor and constitute part of the Security Documents.
- 8. **Receivership Application.** Forthwith following the date hereof, at the cost and expense of the Assignor, the Assignor will take all steps required to have the Receivership Application withdrawn or dismissed on a without prejudice basis.
- 9. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
- 10. **Applicable Law.** This Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a pdf copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement.


[Signature pages follow.]

IN WITNESS WHEREOF this Agreement has been duly executed as of the date first written above.

Duca Financial Services Credit Union Ltd.

Constantine Enterprises Ltd. INC.

By: 
Name: Imran H Khan
Title: VP Commercial Credit

By:  Hiscox
Name: Robert Hiscox
Title: President

Notice Address:

5255 Yonge Street, 4th Floor
Toronto, Ontario M2N 6P4
Attention: Ivan Bogdanovich
Email: ibogdanovich@duca.com

Notice Address:

128 Hazelton Avenue, Suite 201
Toronto, ON M5R 2E5
Attention: Robert Hiscox
E-mail: robert.hiscox@constantineinc.com

SCHEDULE A

SECURITY DOCUMENTS

- Charge/Mortgage (AT4608655) dated June 27, 2017 from Mizrahi (128 Hazelton) Inc. (the "**Borrower**") in favour of Duca Financial Services Credit Union Ltd. (the "**Lender**")
- General Assignment of Rents (AT4608656) dated June 27, 2017 from the Borrower in favour of the Lender
- Postponement of Interest (AT4608657) dated June 27, 2017 from Constantine Enterprises Inc. in favour of the Lender
- Postponement of Interest (AT4608658) dated June 27, 2017 from Aviva Insurance Company of Canada in favour of the Lender
- Joint and Several Guarantee from Mizrahi Developments Inc. (the "**Corporate Guarantor**"), Sam Mizrahi, and Robert Hiscox (the "**Personal Guarantors**") in favour of the Lender
- Subordination, Assignment, Postponement and Standstill Agreement (undated) from the Borrower and Constantine Enterprises Inc. in favour of the Lender
- General Security Agreement dated June 22, 2017 from the Borrower in favour of the Lender
- Assignment of Insurance Interest dated June 22, 2017 from the Borrower in favour of the Lender
- Cash Collateral Agreement dated June 22, 2017 from the Borrower in favour of the Lender
- Assignment of Material Project Agreements dated June 22, 2017 from the Borrower in favour of the Lender
- Assignment of Construction Management Agreement dated June 22, 2017 from the Borrower and Mizrahi Inc. in favour of the Lender
- Assignment of Agreements of Purchase and Sale dated June 22, 2017 from the Borrower in favour of the Lender
- Assignment of Construction Contracts dated June 22, 2017 from the Borrower in favour of the Lender
- Joint and Several Environmental Indemnity dated June 22, 2017 from the Borrower, the Corporate Guarantor and the Personal Guarantors (collectively, the "**Guarantors**") in favour of the Lender
- Joint and Several Undertaking and Agreement to Fund Cost Overruns and Debt Service Agreement dated June 22, 2017 from the Borrower and the Guarantors in favour of the Lender
- Undertaking and Covenant dated June 22, 2017 from the Borrower and the Guarantors in favour of the Lender
- Irrevocable Direction re Purchaser Deposits dated June 22, 2017 from the Borrower in favour of the Lender

This is Exhibit "M" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

DUCA FINANCIAL SERVICES CREDIT UNION LTD.
Applicant

-and- **MIZRAHI (128 HAZELTON) INC. et al.**
Respondent

Court File No. CV-24-713019-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT
TORONTO

ORDER
(DISMISSING RECEIVER)

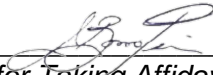
DICKINSON WRIGHT LLP
Barristers & Solicitors
199 Bay Street
Suite 2200, P.O. Box 447
Commerce Court Postal Station
Toronto Ontario, M5L 1G4

JOHN D. LESLIE (29956P)
Email: jleslie@dickinsonwright.com
Tel: (416) 646-3801

LISA S. CORNE (27974M)
Email: lcorne@dickinsonwright.com
Tel: (416) 646-4608

Lawyers for the Applicant

This is Exhibit "N" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

PROMISSORY NOTE

TO: Constantine Enterprises Inc. (the "**Lender**")
FROM: Mizrahi 128 Hazelton Retail Inc. (the "**Borrower**")

1. *Definitions.* In this note, in addition to the terms defined above, the following definitions apply:

"**APS**" the agreement of purchase and sale dated November 29, 2016 (as assigned by Mizrahi Inc. to the Borrower pursuant to an assignment and assumption agreement dated on or about the date hereof), pursuant to which the Borrower has a right to purchase the Unit from ProjectCo, as amended, restated or otherwise modified from time to time.

"**Business Day**" means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.

"**Default**" means a default in the payment or performance of any obligation under this note.

"**GAAP**" means the generally accepted accounting principles in effect in Canada approved from time to time by the Canadian Institute of Chartered Accountants or any successor institute.

"**Governmental Authority**" means (a) the government of Canada or any other nation, (b) any central bank, court, tribunal, arbitral body, regulatory body (including any stock exchange), commission (including any securities commission), board, bureau, agency, authority, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, any of the foregoing, and (c) any political or other subdivision of any of the foregoing.

"**Grid**" means any grid attached as Schedule A (Grid) hereto.

"**Interest**" means simple interest at the rate of 8% per annum and payable as and when Principal is repayable hereunder.

"**Person**" includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.

"**Principal**" means the aggregate outstanding principal amount of all advances that the Lender makes from time to time to the Borrower, as recorded by or on behalf of the Lender from time to time on the Grid. "**ProjectCo**" means Mizrahi (128) Hazelton Inc.

"**Unit**" means unit 01, on level 01 in the condominium located on those lands municipally known as 128 Hazelton Avenue, Toronto, Ontario on the terms and conditions set out in the APS.

2. *References to specific terms*

(a) *Currency.* Unless specified otherwise, all dollar amounts expressed in this agreement refer to Canadian currency.

(b) *“Including.”* Where this agreement uses the word “including,” it means “including without limitation,” and where it uses the word “includes,” it means “includes without limitation.”

3. *Indebtedness.* For value received, the Borrower promises to pay to, or to the order of, the Lender the Principal in lawful money of Canada in immediately available funds at 333 Bloor Street East, 10th Floor Toronto ON M4W 1G9 (or as the Lender may otherwise designate in writing from time to time) in the manner provided in this note, together with Interest and other monies that the Borrower may owe from time to time under this note.
4. *Notations on Grid.* The Borrower unconditionally and absolutely authorizes and directs the Lender to record on the Grid the date and amount of each
 - (a) advance that the Lender makes to the Borrower and the resulting increase in the outstanding Principal, and
 - (b) repayment on account of the Principal paid to the Lender and the resulting decrease of the outstanding Principal.

These notations, in the absence of manifest error, will be prima facie evidence of those advances and repayments.

5. *Interest*
 - (a) Interest on the Principal shall accrue from the date of each advance, both before and after maturity, demand, default, or judgment and until actual payment in full, and shall be paid in accordance with the terms hereof. At the time any Principal amount is due hereunder, Interest in respect of such Principal amount shall be due and payable by the Borrower to the Lender.
 - (b) Provided no Default has occurred, monthly Interest shall be capitalized to the outstanding Principal, in arrears, on the last day of each calendar month until the earlier of (i) repayment of all obligations owing hereunder and the cancellation of this note, and (ii) the capitalization of a total of \$250,000 of monthly Interest payments, and after such time the Borrower shall be required to make monthly Interest payments to the Lender, in arrears, on the last day of each calendar month.
 - (c) The Borrower shall pay the Lender interest on any overdue Interest at the same rate, calculated and payable in the same manner, as Interest.
 - (d) For the purpose of *the Interest Act* (Canada), the yearly rate of interest applicable to amounts owing under this note will be calculated on the basis of a 365 day year.
6. *Use of Proceeds.*
 - (a) The proceeds from each advance hereunder shall be used by the Borrower only to make an advance (a **“Project Advance”**) in the same amount to ProjectCo pursuant to the terms of a promissory note dated the date hereof made by ProjectCo, the Borrower and the Lender (as amended, restated or otherwise modified from time to time, the **“Borrower's ProjectCo Note”**). From and after the date hereof, the Borrower hereby irrevocably directs the Lender to pay all

amounts advanced to the Borrower hereunder directly to ProjectCo and amounts so advanced on behalf of the Borrower shall be recorded as "Project Advances".

- (b) Contemporaneously with each Project Advance, the Lender shall advance to ProjectCo an additional amount equal to such Project Advance (the "**Lender Matching Project Advance**"), pursuant to the terms of a promissory note dated the date hereof as made by ProjectCo and the Lender (as amended restated or otherwise modified from time to time, the "**Lender's ProjectCo Note**"). Each Lender Matching Project Advance shall be an obligation of ProjectCo, shall not form part of the Principal hereunder and the Borrower shall not be liable for repayment of any Lender Matching Project Advance.
7. *Advances.* Advances made by the Lender to the Borrower hereunder will only be made when the Lender determines that ProjectCo requires additional funds. The aggregate of all such advances, exclusive of Interest and Lender's fees, shall not exceed \$2,142,000.
8. *Repayment.* This note shall mature and all Principal, Interest and other amounts owing hereunder shall be immediately due and payable 90 days following on the later of (i) payment by ProjectCo of all debt, interest and other amounts owing to Duca Financial Services Credit Union Ltd. and Aviva Westmount Guarantee, and (ii) ProjectCo being capable of transferring title to the Unit to the Borrower in accordance with the APS. Notwithstanding the foregoing, on each date that a payment is made by ProjectCo to the Borrower under the Borrower's ProjectCo Note, a corresponding payment in the same amount shall be made by the Borrower to the Lender hereunder (and the Borrower shall direct ProjectCo to make such payment directly to the Lender).
9. *Prepayment.* At any time prior to repayment, the Borrower may prepay the Principal either in whole at one time or in part from time to time, together with all accrued and unpaid Interest in respect of such prepayment to the date of such prepayment.
10. *Application of payments.* The Lender shall apply any amount paid in satisfaction of any indebtedness under this note first against any accrued and unpaid Interest and second against the outstanding Principal.
11. *Acceleration.* When a Default occurs, the full unpaid balance of the Principal and all accrued and unpaid Interest will, at the Lender's option, become immediately due and payable without any action required of the Lender.
12. *Representations and warranties.* The Borrower represents and warrants to the Lender, acknowledging that the Lender is relying on these representations and warranties, as follows:
 - (a) *Existence.* It is a corporation, incorporated and existing under the laws of the jurisdiction of its incorporation.
 - (b) *Power and capacity.* It has the corporate power and capacity to carry on business, to own properties and assets, and to execute, deliver, and perform its obligations under this note.
 - (c) *Authorization.* It has taken all necessary corporate action to authorize its execution and delivery of, and the performance of its obligations under, this note.
 - (d) *Execution and delivery.* It has duly executed and delivered this note.

- (e) *Enforceability.* This note constitutes a legal, valid, and binding obligation of the Borrower, enforceable against it in accordance with its terms, subject to
 - (i) bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement, winding-up, and other laws of general application affecting the enforcement of creditors' rights generally, and
 - (ii) general equitable principles including the principle that the granting of equitable remedies, such as injunctive relief and specific performance, is at the court's discretion.
 - (f) *No breach.* The execution, delivery, and performance of its obligations under this note do not and will not breach or result in a default under
 - (i) its articles, by-laws, or any unanimous shareholders agreement,
 - (ii) any law, statute, rule, or regulation to which it is subject,
 - (iii) any judgment, order, or decree of any court, agency, tribunal, arbitrator, or other authority to which it is subject, or
 - (iv) any agreement to which it is a party or by which it is bound.
 - (g) *No regulatory approvals required.* It is not required to obtain any action, approval, authorization, consent, or order of, or make any filing, registration, qualification, or recording with, any Governmental Authority or any other Person in connection with the execution or delivery of, or the performance of its obligations under this note.
 - (h) *Bankruptcy, etc.* No proceedings have been taken or authorized by it or, to its knowledge, by any other Person relating to the bankruptcy, insolvency, liquidation, dissolution, or winding up.
13. *Covenants.* While any amount owing under this note remains unpaid or the Borrower owes any obligations under this note, the Borrower covenants with the Lender as follows:
- (a) The Borrower shall keep accurate and complete books, records, and accounts in connection with all of its business activities in accordance with sound accounting practices and with GAAP, consistently applied.
 - (b) The Borrower shall promptly provide to the Lender any information respecting the Borrower's business and financial condition that the Lender may reasonably request.
 - (c) The Borrower shall cause ProjectCo to deliver a budget in respect of ProjectCo's development marketed as "One Twenty Eight Hazelton Avenue" (including a detailed budget for the build-out of unit 01 on level 01 ("**Sam's Unit**") and units 205 and 201 (the "**Lender's Units**") as soon as possible, and in any event no later than October 31, 2020.
 - (d) In connection with the repayment of this note and the acquisition by the Borrower of Sam's Unit, the Borrower will provide evidence to the Lender that any charge to be registered against Sam's Unit in connection with, or following, the closing of

the acquisition of Sam's Unit will not exceed the purchase price paid by the Borrower for Sam's Unit.

14. *Prior Advances.* The Borrower acknowledges (i) itself indebted to the Lender as set out on the Grid on the date hereof, and (ii) that interest has accrued hereunder on such amounts from the date of each such advance as set out on the Grid.
15. *Lender's Fee.* Upon each advance of Principal hereunder, the Borrower shall pay a fee equal to 1.5% of the Principal amount of such advance. On the date of each advance, the amount of the applicable fee shall be added to the Principal amount owing hereunder and repaid on the same terms as all other Principal hereunder.
16. *No set-off.* The Borrower shall not exercise any right of set-off in connection with amounts that may be owed to the Borrower from time to time as against any amounts that the Borrower may owe under this note.
17. *Further assurances.* The Borrower, at its expense and at the Lender's request, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this note.
18. *Amendment.* This note may only be amended by a written document signed by each of the parties.
19. *Conflict of terms.* If there is any inconsistency between the terms of this note and those in any document entered into under this note, the terms of this note will prevail.
20. *Binding effect.* This note enures to the benefit of and binds the parties and their respective successors and permitted assigns.
21. *Assignment.* The Lender may assign this note in whole or in part to any Person without notice to or the consent of the Borrower. Without the prior written consent of the Lender, the Borrower may not assign this note.
22. *Notice.* To be effective, a notice must be in writing and delivered (a) personally, either to the individual designated below for that party or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out below, (b) by registered mail, or (c) by electronic mail to the address or electronic mail address set out opposite the party's name below or to any other address or electronic mail address for a party as that party from time to time designates to the other parties in the same manner:

in the case of the Borrower, to:

189 Forest Hill Road,
Toronto, ON M5P 2N3
Attention: Sam Mizrahi
Email: Sam@MizrahiDevelopments.ca

with a copy to:

McCarter Grespan Beynon Weir PC
675 Riverbend Drive
Kitchener, ON N2K 3S3
Attention: Avril Lavallee and Chris Bryant
Email: alavallee@mgbwlaw.com and cbryant@mgbwlaw.com

in the case of the Lender, to:

Constantine Enterprises Inc.
333 Bloor Street East, 10th Floor
Toronto ON M4W 1G9, Canada
Attention: Robert Hiscox
E-mail: robert.hiscox@constantineinc.com

with a copy to

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2
Attention: Jason Arbuck
E-mail: jarbuck@cassels.com

Any notice is effective (i) if personally delivered, as described above, on the day of delivery if that day is a Business Day and it was received before 5:00 p.m. local time in the place of receipt and otherwise on the next Business Day, (ii) if sent by fax, on the day of transmission if that day is a Business Day and the fax transmission was made before 5:00 p.m. local time in the place of receipt and otherwise on the next Business Day, (iii) if sent by registered mail, on the fourth Business Day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth Business Day thereafter there is a disruption of postal service then, notice must be given by means other than mail, or (iv) if sent by electronic mail, on the day the sender receives confirmation of receipt by return electronic mail from the recipient if that day is a Business Day and if that confirmation was received before 5:00 p.m. local time in the place of receipt, and otherwise on the next Business Day.

23. *Severability.* The invalidity or unenforceability of any particular term of this note will not affect or limit the validity or enforceability of the remaining terms.

24. *Waiver*

- (a) *General.* No waiver of satisfaction of a condition or breach or non-performance of an obligation (including any Default) under this note is effective unless it is in writing and signed by the party granting the waiver. No waiver under this section will be deemed to extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived nor will it affect the exercise of any other rights or remedies under this note. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.
- (b) *Specific.* The Borrower waives presentment for payment, demand, protest, notice of any kind, and statutory days of grace in connection with this note. The Borrower agrees that it is not necessary for the Lender to first bring legal action in order to enforce payment of this note.

25. *Payment of costs.* The Borrower shall pay all costs (including legal fees) that it and the Lender, or its agents on its behalf, incur in connection with the drafting and negotiation of this note, and all security, guarantees, and other documents delivered in connection with this note and the transactions contemplated by this note (all such guarantees, security documents and this note, the "**Loan Documents**"), and the execution and delivery of, and the perfection and enforcement of the Loan Documents, which will be paid promptly upon demand and form part of the indebtedness owing under this note. Borrower agrees to pay, on the date hereof, all of the Lenders costs contemplated by this paragraph that been incurred prior to the date hereof.

26. *Governing law.* The laws of Ontario and the laws of Canada applicable in that province, excluding any rule or principle of conflicts of law that may provide otherwise, govern this note. The parties irrevocably attorn to the jurisdiction of the courts of Ontario, which will have non-exclusive jurisdiction over any matter arising out of this note.

Dated November 10, 2020.

MIZRAHI 128 HAZELTON RETAIL INC.

By: 
Name: Sam Mizrahi
Title:

CONSTANTINE ENTERPRISES INC.

By: _____
Name: Robert Hiscox
Title:

Dated November 10, 2020.

MIZRAHI 128 HAZELTON RETAIL INC.

By: _____
Name: Sam Mizrahi
Title:

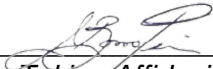
CONSTANTINE ENTERPRISES INC.

By:  _____
Name: Robert Hiscox
Title:

Schedule A - Grid

Date	Amount of Advance	Amount of Repayment	Aggregate Unpaid Principal Balance	Notation
July 7, 2020	\$269,600.00		\$269,600.00	Principal Advance
July 7, 2020	\$4,044.00		\$273,644.00	1.5% Fee
July 10, 2020	\$250,000.00		\$523,644.00	Principal Advance
July 10, 2020	\$3,750.00		\$527,394.00	1.5% Fee
Sept 10, 2020	\$250,000.00		\$777,394.00	Principal Advance
Sept 10, 2020	\$3,750.00		\$781,144.00	1.5% Fee
Oct 29, 2020	\$600,000.00		\$1,381,144.00	Principal Advance
Oct 29, 2020	\$9,000.00		\$1,390,144.00	1.5% Fee
Nov 12, 2020	\$500,000.00		\$1,890,144.00	Principal Advance
Nov 12, 2020	\$7,500.00		\$1,897,644.00	1.5% Fee
Nov 19, 2020	\$272,400.00		\$2,170,044.00	Principal Advance
Nov 19, 2020	\$4,086.00		\$2,174,130.00	1.5% Fee

This is Exhibit "O" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

PROMISSORY NOTE

TO: Mizrahi 128 Hazelton Retail Inc. (the “Lender”)
AND TO: Constantine Enterprises Inc. (“CEI”)
FROM: Mizrahi (128) Hazelton Inc. (the “Borrower”)

1. *Definitions.* In this note, in addition to the terms defined above, the following definitions apply:
 - “**Business Day**” means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.
 - “**Default**” means a default by the Borrower in the payment or performance of any obligation under this note.
 - “**Grid**” means any grid attached as Schedule A (Grid).
 - “**Person**” includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.
 - “**Principal**” means the aggregate outstanding principal amount of all advances that the Lender makes from time to time to the Borrower, as recorded by or on behalf of CEI from time to time on the Grid.
2. *References to specific terms*
 - (a) *Currency.* Unless specified otherwise, all dollar amounts expressed in this agreement refer to Canadian currency.
 - (b) *“Including.”* Where this agreement uses the word “including,” it means “including without limitation,” and where it uses the word “includes,” it means “includes without limitation.”
3. *Indebtedness.* For value received, the Borrower promises to pay the Principal evidenced hereby in lawful money of Canada in immediately available funds in the manner provided in this note, together with other monies that the Borrower may owe from time to time under this note.
4. *Acknowledgement of Assignment.* The Lender hereby notifies the Borrower that it has assigned all of its rights and interests under this note to CEI pursuant to a general security agreement made by the Lender to CEI dated the date hereof (as may be amended from time to time). In connection with such assignment, the Lender hereby irrevocably directs and authorizes the Borrower to make all payments of Principal under this note to CEI at 333 Bloor Street East, 10th Floor Toronto ON M4W 1G9 or as CEI may otherwise designate in writing from time to time. The parties hereto all acknowledge and agree that the exercise of any demand, right or remedy by Lender hereunder shall only be exercised by CEI in the place and stead of the Lender.

5. *Notations on Grid.* The Borrower unconditionally and absolutely authorizes and directs CEI to record on the Grid the date and amount of each
- (a) advance that the Lender makes to the Borrower and the resulting increase in the outstanding Principal, and
 - (b) repayment on account of the Principal paid to the Lender and the resulting decrease of the outstanding Principal.

These notations, in the absence of manifest error, will be prima facie evidence of those advances and repayments.

6. *Interest.* This note is non-interest bearing.
7. *Repayment.* The Borrower shall repay the Principal on the date that is the later of (a) the closing of the acquisition by the Lender of unit 01 on level 01 ("**Sam's Unit Closing**") from the Borrower, (b) confirmation that repayment of the Principal will not result in a breach by the Borrower of any its obligations or cause a default under its then existing agreements with (i) Duca Financial Services Credit Union Ltd. (or any of its affiliates or any replacement lender), or (ii) Aviva Insurance Company of Canada, Westmount Guarantee Services Inc.(or any of their affiliates or any replacement therefore), and (c) CEI is satisfied, acting reasonably, that, as part of Sam's Unit Closing, directions and escrow arrangements have been set up to provide for the full repayment of all amounts owing hereunder and owing by the Lender to CEI pursuant to a demand promissory note dated the date hereof made by the Lender in favour of CEI. Upon such satisfactory directions and escrow arrangements being put in place CEI covenants and agrees to execute such documentation as may be required to permit repayment of the Principal by way of a set off against the purchase price payable by Lender for Sam's Unit. The Borrower and Lender agree that Sam's Unit Closing shall not occur until such time as all obligations to Duca Financial Services Credit Union Ltd. (or any of its affiliates or any replacement lender) have been repaid in full.
8. *Acceleration.* When a Default occurs and is continuing, the full unpaid balance of the Principal will, at CEI's option, become immediately due and payable upon demand by CEI.
9. *Further assurances.* Each of the Lender and Borrower, at CEI's request, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable by CEI to give effect to this note. Each of the Borrower and CEI, at Lender's request, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable by Lender to ensure that the payments made by Borrower to Lender hereunder are made free and clear of any security interests held by CEI.
10. *Amendment.* This note may only be amended by a written document signed by each of the parties hereto.
11. *Conflict of terms.* If there is any inconsistency between the terms of this note and those in any document entered into under this note, the terms of this note will prevail.
12. *Binding effect.* This note enures to the benefit of and binds the parties and their respective successors, and permitted assigns.

13. *Assignment.* No party may assign this note in whole or in part to any Person without the written consent of all parties hereto.
14. *Notice.* To be effective, a notice to any party hereunder must be in writing and delivered to all parties hereto as follows (a) personally, either to the individual designated below for that party or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out below, (b) by registered mail, or (c) by electronic mail to the address or electronic mail address set out opposite the party's name below or to any other address or electronic mail address for a party as that party from time to time designates to the other parties in the same manner:

in the case of the Borrower or CEI, to:

Constantine Enterprises Inc.
333 Bloor Street East, 10th Floor
Toronto ON M4W 1G9, Canada
Attention: Robert Hiscox
E-mail: robert.hiscox@constantineinc.com

with a copy to

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2
Attention: Jason Arbuck
E-mail: jarbuck@cassels.com

in the case of the Lender, to:

189 Forest Hill Road,
Toronto, ON M5P 2N3
Attention: Sam Mizrahi
Email: Sam@MizrahiDevelopments.ca

with a copy to:

McCarter Grespan Beynon Weir PC
675 Riverbend Drive
Kitchener, ON N2K 3S3
Attention: Avril Lavallee and Chris Bryant
Email: alavallee@mgbwlaw.com and cbryant@mgbwlaw.com

Any notice is effective (i) if personally delivered, as described above, on the day of delivery if that day is a Business Day and it was received before 5:00 p.m. local time in the place of receipt and otherwise on the next Business Day, (ii) if sent by registered mail, on the fourth Business Day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth Business Day thereafter there is a disruption of postal service then, Notice must be given by means other than mail, or (iii) if sent by electronic mail, on the day the sender receives confirmation of receipt by return electronic mail from the recipient if that day is a Business Day and if that

confirmation was received before 5:00 p.m. local time in the place of receipt, and otherwise on the next Business Day.

15. *Severability.* The invalidity or unenforceability of any particular term of this note will not affect or limit the validity or enforceability of the remaining terms.
16. *Waiver*
 - (a) *General.* No waiver of satisfaction of a condition or breach or non-performance of an obligation (including any Default) under this note is effective unless it is in writing and signed by the party granting the waiver. No waiver under this section will be deemed to extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived nor will it affect the exercise of any other rights or remedies under this note. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.
 - (b) *Specific.* The Borrower waives presentment for payment, demand, protest, Notice of any kind, and statutory days of grace in connection with this note. The Borrower agrees that it is not necessary for the Lender to first bring legal action in order to enforce payment of this note.
17. *Payment of costs.* The Lender shall pay all costs (including legal fees) that it and the Borrower, or its agents on its behalf, incur in connection with the drafting and negotiation of this note, and all security, guarantees, and other documents delivered in connection with this note and the transactions contemplated by this note (all such guarantees, security documents and this note, the "**Loan Documents**"), and the execution and delivery of, and the perfection and enforcement of the Loan Documents, which will be paid promptly upon demand.
18. *Governing law.* The laws of Ontario and the laws of Canada applicable in that province, excluding any rule or principle of conflicts of law that may provide otherwise, govern this note. The parties irrevocably attorn to the jurisdiction of the courts of Ontario, which will have non-exclusive jurisdiction over any matter arising out of this note.

Dated November 10, 2020.

MIZRAHI (128) HAZELTON INC.

By: 
Name: Sam Mizrahi
Title:

MIZRAHI 128 HAZELTON RETAIL INC.

By: 
Name: Sam Mizrahi
Title:

CONSTANTINE ENTERPRISES INC.

By: _____
Name: Robert Hiscox
Title:

Dated November 10, 2020.

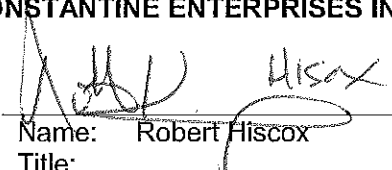
MIZRAHI (128) HAZELTON INC.

By: _____
Name: Sam Mizrahi
Title:

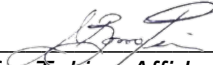
MIZRAHI 128 HAZELTON RETAIL INC.

By: _____
Name: Sam Mizrahi
Title:

CONSTANTINE ENTERPRISES INC.

By:  _____
Name: Robert Hiscox
Title:

This is Exhibit "P" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

GENERAL SECURITY AGREEMENT

made by

MIZRAHI 128 HAZELTON RETAIL INC.

in favour of

CONSTANTINE ENTERPRISES INC.

dated as of

November 10 , 2020

This GENERAL SECURITY AGREEMENT, dated as of November 10, 2020 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time in accordance with the provisions hereof, this "**Agreement**"), is made by Mizrahi 128 Hazelton Retail Inc. (the "**Debtor**") in favour of Constantine Enterprises Inc. (the "**Secured Party**").

WHEREAS, the Debtor and the Secured Party are parties to a promissory note dated on or about the date hereof pursuant to which the Secured Party has in the past made, and may from time to time in the future may make, advances to the Debtor (as may be amended, supplemented, restated, replaced, or otherwise modified from time to time, the "**Note**").

WHEREAS, this Agreement is given by the Debtor in favour of the Secured Party to secure the payment and performance of all of the Secured Obligations (defined below); and

NOW, THEREFORE, in consideration of the Secured Party entering into the Note and agreeing to advances to the Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions.

- (a) Capitalized terms not otherwise defined in this Agreement shall have the respective meanings assigned to such terms in the Note. Unless otherwise defined herein or in the Note, terms used herein that are defined in the PPSA shall have the meanings assigned to them in the PPSA.
- (b) For purposes of this Agreement, the following terms shall have the following meanings:

"**APS**" means the agreement of purchase and sale dated November 29, 2016 between Mizrahi Inc., as purchaser, and Mizrahi (128 Hazelton) Inc., as vendor, as assigned by Mizrahi Inc. to the Debtor in connection with an assignment and assumption agreement dated on or about the date hereof, pursuant to which the Debtor has a right to purchase a unit in the condominium located on those lands municipally known as 128 Hazelton Avenue, Toronto, Ontario on the terms and conditions set out therein, as such APS may be amended, supplemented, restated, replaced, or otherwise modified from time to time.

"**Collateral**" is defined in Section 2.01.

"**Default**" has the meaning set forth in the Note.

"**PPSA**" means the Personal Property Security Act as in effect from time to time in the Province of Ontario.

"**Proceeds**" means "proceeds" as such term is defined in section 1(1) of the PPSA and, in any event, shall include, without limitation, all dividends or other income from the Collateral, collections thereon or distributions with respect thereto.

"**Secured Obligations**" is defined in Section 3.01.

"**STA**" means the *Securities Transfer Act, 2006*, as in effect from time to time in the Province of Ontario.

Section 1.02 Interpretation. Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

ARTICLE II GRANT OF SECURITY INTEREST

Section 2.01 Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Debtor hereby grants, assigns, transfers, sets over, mortgages, charges, and pledges to the Secured Party, and hereby creates a general and continuing security interest in favour of the Secured Party in and to all of the Debtor's right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

- (a) all present and after-acquired property, assets and undertaking of the Debtor of every kind and nature whatsoever, including all Accounts, Goods (including Inventory, Equipment and motor vehicles, but excluding Consumer Goods), Intangibles, Chattel Paper, Documents of Title, Instruments, Securities and all other Investment Property, Money, and any other contract rights or rights to the payment of money;
- (b) all Proceeds and products of each of the foregoing, including any and all Proceeds of any insurance, indemnity, compensation for loss or damage, warranty or guarantee payable to the Debtor from time to time with respect to any of the foregoing;
- (c) all books and records relating to the foregoing, including in any form or medium;
- (d) all supporting obligations relating the foregoing;
- (e) all additions, accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing; and
- (f) the last day of the term of any lease, verbal or written, or any agreement to lease, now held or hereafter acquired by the Debtor is hereby excepted out of the

security interests hereby created, but should the Secured Party need to enforce against the Collateral, the Debtor shall hold the last date in trust for the Secured Party and shall assign it to any person acquiring the term or that part of the term that is charged in the course of any enforcement or realization of the Collateral.

For greater certainty, the Collateral does not include any Consumer Goods.

Section 2.02 Attachment of Security Interest. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral, and that the parties have not agreed to postpone the time for attachment of any security interest in this Agreement. The Debtor acknowledges that any security interest in this Agreement shall attach to existing Collateral upon the execution of this Agreement and to each item of after-acquired Collateral at the time that the Debtor acquires rights in such after-acquired Collateral.

ARTICLE III SECURED OBLIGATIONS

Section 3.01 Secured Obligations. The Collateral secures the payment and performance of all present and future obligations of the Debtor to the Secured Party from time to time arising under the Note and, this Agreement, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, whether the indebtedness is reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether incurred by the Debtor alone or with another or others and whether as a principal or surety, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise together with all fees, costs, lawyers' fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities related thereto (all such obligations, covenants, duties, debts, liabilities, sums, fees and expenses described in this Section 3.01 being herein collectively called the "**Secured Obligations**").

ARTICLE IV PERFECTION OF SECURITY INTEREST AND FURTHER ASSURANCES

Section 4.01 Perfection. The Debtor shall, from time to time, as may be required by the Secured Party with respect to all Collateral, take all actions as may be requested by the Secured Party to perfect the security interest of the Secured Party in the Collateral at the sole expense of the Debtor.

Section 4.02 Intellectual Property. The Debtor hereby further authorizes the Secured Party to file with the Canadian Intellectual Property Office this Agreement and other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interests in Intangibles granted by the Debtor hereunder, without the signature of the Debtor where permitted by law.

Section 4.03 Tangible Chattel Paper, Documents of Title, Instruments. If the Debtor shall at any time hold or acquire any certificated securities, promissory notes, tangible chattel paper, negotiable documents of title or warehouse receipts relating to the Collateral, the Debtor shall immediately endorse, assign and deliver possession of the same to the Secured Party,

accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

Section 4.04 Control.

- (a) **Control Agreement.** Where Investment Property is held in an account of a securities intermediary, the Debtor shall: (i) enter into, and use commercially reasonable efforts to cause any securities intermediary for any securities accounts or entitlements forming part of the Collateral to enter into, a securities account control agreement between the Secured Party, the Debtor and said securities intermediary in a form and substance acceptable to the Secured Party; and (ii) enter into, and use commercially reasonable efforts to cause any issuer of uncertificated securities forming part of the Collateral to enter into, a securities account control agreement between the Secured Party, the Debtor and said securities intermediary, in a form and substance acceptable to the Secured Party.
- (b) **Electronic Chattel Paper.** Where Collateral includes electronic chattel paper, the Debtor shall take all commercially reasonable efforts required by the Secured Party to cause the record comprising such chattel paper to be created, stored and transferred in a manner satisfactory to the Secured Party and which will provide the Secured Party with control of the electronic chattel paper.

Section 4.05 Copy of Verification Statement. To the extent permitted by law, the Debtor hereby waives its right to receive a copy of any financing statement, financing change statement or verification statement filed or received by or on behalf of the Secured Party in connection with the Secured Party's interest in the Collateral.

Section 4.06 Further Assurances. The Debtor agrees that, at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request to create and maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby (including, without limitation, providing the secured party with a fixed and specific mortgage) or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES**

Section 5.01 Representations and Warranties. The Debtor represents and warrants as follows:

- (a) **Location of Collateral and Places of Business.** The Debtor's place of business and the location of the Collateral, including all books and records in respect of Accounts, are set forth in Schedule "A" hereto.

- (b) **Ownership and Title.** The Debtor hereby represents and warrants to the Secured Party that it is the sole, direct, legal and beneficial owner of, and has good marketable title to all existing Collateral and shall be the sole, direct, legal and beneficial owner of, and have good marketable title to each item of after-acquired Collateral free and clear of any mortgages, charges, hypothecs, pledges, trusts, liens, security interests and other claims except for the security interests created by this Agreement and other encumbrances permitted by the Note or permitted by this Agreement.
- (c) **Status.** The Debtor has full power, capacity, authority and legal right to borrow under the Note, grant a security interest in the Collateral, execute and deliver this Agreement and perform its obligations under this Agreement.
- (d) **Binding Obligation.** This Agreement has been duly authorized, executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, arrangement, or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).
- (e) **No Governmental or Regulatory Approvals.** No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the borrowing under the Note and the pledge by the Debtor of the Collateral under this Agreement or for the execution and delivery of this Agreement by the Debtor or the performance by the Debtor of its obligations thereunder.
- (f) **No Violation of Laws, Constating Documents, Agreements.** The execution and delivery of this Agreement by the Debtor and the performance by the Debtor of its obligations hereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ, award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to the Debtor or any of its property, or the constating or governing documents of the Debtor or any agreement or instrument to which the Debtor is party or by which it or its property is bound.
- (g) **Perfection by Control.** The Debtor has taken all action required on its part for control to have been obtained by the Secured Party over all Collateral with respect to which such control may be obtained pursuant to the PPSA and the STA. No person other than the Secured Party has control or possession of all or any part of the Collateral.
- (h) **APS.** The Debtor has provided the Secured Party with a true and complete copy of the APS attached hereto as Schedule "B" and the APS is a valid and subsisting agreement, in full force and effect and unmodified and there are no defaults thereunder by the Debtor or, to the knowledge of the Debtor, any other party thereto.
- (i) **No Other Interest.** The Debtor has not granted to any other person (other than to or for the benefit of the Secured Party hereunder) any rights in respect of the APS which is to the same effect as any of the rights granted herein, other than

pursuant to (i) the security agreement granted to Mizrahi Constantine (180 SAW) LP dated on or about the date hereof and (ii) the security agreement granted to the Secured Party dated on or about the date hereof.

- (j) **Consents.** The Debtor has obtained all consents required to grant the security interest in the Collateral as contemplated by this Agreement, including any consents required under the APS relating to the assignment of the APS by the Debtor.

ARTICLE VI VOTING, DISTRIBUTIONS AND RECEIVABLES

Section 6.01 Voting. Unless a Default shall have occurred and be continuing, the Debtor may, to the extent the Debtor has such right as a holder of the Collateral consisting of securities, other equity interests or indebtedness owed by any obligor, vote and give consents, ratifications and waivers with respect thereto, except to the extent that, in the Secured Party's reasonable judgment, any such vote, consent, ratification or waiver would detract from the value thereof as Collateral or be inconsistent with or result in any violation of any provision of the Note or this Agreement.

Section 6.02 Distributions. The Debtor may, unless a Default shall have occurred and be continuing, receive and retain all dividends and other distributions with respect to the Collateral consisting of securities, other equity interests or indebtedness owed by any obligor.

Section 6.03 Receivables. The Secured Party may, or at the request and option of the Secured Party, the Debtor shall: (i) notify account debtors of the Secured Party's security interests in any account, chattel paper, intangible, instrument or other Collateral; and (ii) direct that payment thereof is to be made directly to the Secured Party.

ARTICLE VII COVENANTS

The Debtor covenants as follows:

Section 7.01 Covenants.

- (a) **Consent re: Change of Legal Name and Place of Business.** The Debtor will not, without providing at least 30 days' prior written notice to the Secured Party, change its legal name, jurisdiction of incorporation, corporate structure, province or territory in which its registered office, chief executive office or its principal place of business, is located. The Debtor will, prior to any change described in the preceding sentence, take all actions requested by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.
- (b) **Consent re: Change of Location of Collateral.** The Collateral, to the extent not delivered to the Secured Party under Article IV, will be kept at those locations listed in Schedule "A" and, except for Inventory sold or leased in the ordinary

course of business, the Debtor will not remove the Collateral from such locations without obtaining the Secured Party's prior written consent. The Debtor will, before any change described in the preceding sentence, take all actions required by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.

- (c) **Dealing with Collateral: No Sale or Encumbrances.** The Debtor will not sell, dispose of, lease, assign or otherwise transfer any of the Collateral except as expressly provided for in the Note, in the ordinary course of business, or with the prior written consent of the Secured Party. The Debtor will not grant, create, permit or suffer to exist any mortgage, hypothec, pledge, lien, security interest, option, right of first offer, right of first refusal, encumbrance, statutory lien or trust (including any conditional sale or other title retention agreement or finance lease) or other restriction or limitation of any nature whatsoever on the Collateral except as expressly provided for in the Note, in this Agreement or with the prior written consent of the Secured Party.
- (d) **Maintenance and Protection of Collateral.** The Debtor will keep the Collateral in good order, condition and repair so as to protect and preserve the Collateral and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Secured Party. The Debtor will not use the Collateral in violation of this Agreement, or any other agreement relating to the Collateral or any policy of insurance thereon, or any applicable law. The Debtor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Debtor in good standing. The Debtor shall, at its own cost and expense, defend title to the Collateral and the security interests of the Secured Party therein against the claim or demand of any person claiming against or through the Debtor and shall maintain and preserve such perfected security interests for so long as this Agreement shall remain in effect.
- (e) **Performance of Obligations.** The Debtor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement. The Debtor shall perform all of its obligations under material agreements, leases, licenses, arrangements to obtain and preserve its rights, powers, licences, privileges and goodwill thereunder and comply with all applicable laws, by-laws, rules and regulations so as to preserve and protect the Collateral and the Debtor's business. The Debtor shall observe and enforce the terms, covenants, conditions and obligations to be observed and enforced by the Debtor pursuant to the APS.
- (f) **Access to Collateral, Inspection.** The Debtor will permit the Secured Party, or its representatives, to inspect the Collateral from time to time and to examine and take extracts of its books and records (electronic or hard copy), at any reasonable time and on reasonable notice, wherever located. The Debtor shall, upon request by the Secured Party, provide the Secured Party with any information concerning the Collateral, the Debtor and its business, as the Secured Party may reasonably request, including access to the Debtor's senior executives, accountants and auditors to discuss any information concerning the Collateral.

- (g) **Notification.** The Debtor shall notify the Secured Party within five business days of: (i) the details of any material acquisition of Collateral; (ii) the details of any material litigation in connection with the Debtor, the Collateral or the Debtor's business; (iii) any loss or damage to the Collateral or the value of the Collateral; and (iv) any default by any account debtor in the payment or performance of its obligations.
- (h) **Insurance.** The Debtor shall insure the Collateral against loss or damage by fire and such other risks and hazards, in such amounts and upon such other terms as set out in the Note or as the Secured Party may from time to time require. Any insurance proceeds received by the Secured Party may, at the option of the Secured Party, be applied against the Secured Obligations or released to the Debtor without prejudice to any rights or remedies of the Secured Party hereunder.
- (i) **Termination, Surrender, Alteration, Etc.** Without the prior written consent of the Secured Party, the Debtor shall not nor shall it agree at any time to (i) terminate, forfeit or cancel the APS, (ii) amend or modify the APS in any material respect, (iii) waive any failure of any party thereto to perform any material obligation thereunder, or (iv) suffer or permit anything allowing any party to terminate the APS.

**ARTICLE VIII
SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND COVENANTS**

Section 8.01 Survival of Representations and Warranties and Covenants. All representations, warranties and covenants made by the Debtor shall survive the execution and delivery of this Agreement and remain in full force and effect until the payment in full of the Secured Obligations.

**ARTICLE IX
SECURED PARTY POWER OF ATTORNEY**

Section 9.01 Secured Party Power of Attorney. The Debtor hereby constitutes and appoints the Secured Party and any officer or employee of the Secured Party to be the Debtor's true and lawful attorney in accordance with applicable legislation with full power of substitution, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time in the Secured Party's discretion to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement (but the Secured Party shall not be obligated to and shall have no liability to the Debtor or any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable until the discharge of the security interests created by this Agreement. The Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

**ARTICLE X
SECURED PARTY MAY PERFORM**

Section 10.01 Secured Party May Perform. If the Debtor fails to perform any obligation contained in this Agreement, the Secured Party may itself perform, or cause performance of, such obligation, and the costs and expenses of the Secured Party incurred in connection therewith shall be payable by the Debtor; *provided that* the Secured Party shall not be required to perform or discharge any obligation of the Debtor and the performance by the Secured Party shall not waive the rights of the Secured Party to enforce this Agreement.

ARTICLE XI SET-OFF

Section 11.01 Set-Off. The Secured Party may, without notice to the Debtor or any other person, any notice being expressly waived, set-off and apply all amounts standing to or for the credit of the Debtor from the Secured Party or any of the Secured Party's affiliates, in any currency, against and on account of all or any part of the Secured Obligations, all as the Secured Party may see fit (in its sole discretion), whether or not the Secured Obligations are due and payable. The Secured Party's records are proof of such recording absent manifest error. When applying a deposit or other obligation in a different currency than the Secured Obligations to the Secured Obligations, the Secured Party will convert the deposit or other obligation to the currency of the Secured Obligations using the rate of exchange for the conversion of such currency as determined by the Secured Party.s

ARTICLE XII REMEDIES UPON DEFAULT

Section 12.01 Right to Accelerate Payment. Upon the occurrence of a Default that is continuing, the Secured Party may, by notice, declare any or all of the Secured Obligations to be immediately due and payable, whereupon, all of the Secured Obligations shall become and be immediately due and payable without presentment, demand, protest or further notice, all of which are hereby expressly waived by the Debtor.

Section 12.02 Enforcement of Security Interest. Upon the occurrence of a Default that is continuing, the Secured Party may proceed to realize upon the Collateral and immediately enforce its rights.

Section 12.03 Remedies upon Default. Upon the occurrence of a Default that is continuing, the Secured Party may exercise, without any other notice to or demand upon the Debtor, in addition to the other rights and remedies provided herein or otherwise available to it, the following rights and remedies (which rights and remedies may be exercised independently or in combination):

- (a) the Secured Party may assert all rights and remedies of a secured party under the PPSA or other applicable law;
- (b) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral or its value;
- (c) the Secured Party may take possession of the Collateral by requiring the Debtor to assemble the Collateral or any part thereof and deliver the Collateral, or make

the Collateral available, to the Secured Party at a place and time to be designated by the Secured Party;

- (d) the Secured Party may take possession of the Collateral by carrying on all or any part of the business of the Debtor, and may to the exclusion of all others, including the Debtor, enter upon, occupy and use any of the premises; buildings, plant and undertaking owned, occupied or used by the Debtor and may use any of the tools, machinery, equipment and intangibles of the Debtor for such time as the Secured Party sees fit, free of charge and without liability, in order to carry on the business of the Debtor or to manufacture or complete the manufacture of Inventory and to pack and ship finished products.
- (e) the Secured Party may enter upon and occupy any land and premises owned, leased or occupied by the Debtor where the Collateral or any part thereof is assembled or located in order to effectuate its rights and remedies hereunder or under law, without obligation whatsoever to the Debtor;
- (f) the Secured Party may borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof, or to carry on the business, and may further charge the Collateral in priority to the security constituted by this Security Agreement;
- (g) the Secured Party may exercise and enforce all rights and remedies of the Debtor with respect to the Collateral including collecting or compromising all or any of the Debtor's Accounts;
- (h) the Secured Party may sell, lease, license, or otherwise dispose of all or any part of the Collateral by private sale or public sale or otherwise, and upon such other terms and conditions (including as to credit, upset or reserve bid or price) as the Secured Party may deem commercially reasonable;
- (i) the Secured Party may appoint, by instrument in writing, any person or persons (whether an officer or employee of the Secured Party or not) to be a receiver, manager, interim receiver, or receiver and manager (collectively, "**Receiver**"), of the Collateral or any part of the Collateral and remove or replace any person so appointed. Any Receiver so appointed shall have, in addition to any other powers afforded by the law, the same powers and authorities afforded to the Secured Party under this Article XII;
- (j) the Secured Party may apply to a court of competent jurisdiction for the appointment of a Receiver of the Collateral or any part of the Collateral. Any Receiver so appointed shall have, in addition to any other powers afforded by the law, the same powers and authorities afforded to the Secured Party under this Article XII;
- (k) all rights of the Debtor to: (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 6.01; and (ii) receive the dividends and other distributions which it would otherwise be entitled to receive and retain pursuant to Section 6.02, shall immediately cease, and all such rights shall thereupon become vested in the Secured Party, which shall

have the sole right to exercise such voting and other consensual rights and receive and hold such dividends and other distributions as Collateral; and

- (l) the Secured Party may retain the Collateral in satisfaction of the Secured Obligations.

Section 12.04 Receiver Agent of Debtor. In exercising any powers any such Receiver so appointed shall act as agent of the Debtor and not the Secured Party and the Secured Party shall not in any way be responsible for any of the actions of the Receiver, its employees, agents and contractors. The Secured Party may from time to time remove and appoint replacements for, any Receiver, and appoint another or others in their stead from time to time.

Section 12.05 Distribution of Proceeds. Any cash held by the Secured Party as Collateral and all cash Proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Secured Party to the payment of expenses incurred by the Secured Party in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party hereunder, including reasonable legal and Receivers' fees, and the balance of such proceeds shall be applied or set-off against all or any part of the Secured Obligations in such order as the Secured Party shall elect. Any surplus of such cash or cash Proceeds held by the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus. The Debtor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient to pay the Secured Obligations and the fees and other charges of any solicitor employed by the Secured Party to collect such deficiency.

Section 12.06 Debtor Pays Expenses. The Debtor agrees to pay all reasonable expenses incurred by the Secured Party or any Receiver in the preparation, perfection and enforcement of this Agreement, whether directly incurred or for services rendered including legal and auditor's fees and expenses and remuneration of any Receiver.

ARTICLE XIII MISCELLANEOUS

Section 13.01 No Waiver and Cumulative Remedies. The Secured Party shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in a Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

Section 13.02 Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Debtor therefrom shall be effective unless the same shall be in writing and signed by the Secured Party and the Debtor, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

Section 13.03 Notices. All notices, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth in the Note and shall be given in the manner and become effective as set forth in the Note.

Section 13.04 Continuing Security Interest; Further Actions. This Agreement shall create a general and continuing security interest in the Collateral and shall (a) subject to Section 13.06, remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Debtor, its successors and permitted assigns, and (c) enure to the benefit of the Secured Party and its successors, transferees and assigns; *provided that* the Debtor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party.

Section 13.05 Assignment. The Secured Party may assign or transfer any of its rights under this Agreement without the consent of the Debtor. The Debtor may not assign its obligations under this Agreement without the prior written consent of the Secured Party.

Section 13.06 Termination; Release. On the date on which all Secured Obligations have been paid and performed in full (as determined by the Secured Party in its sole discretion), the Secured Party will, at the request and sole expense of the Debtor (a) duly assign, transfer and deliver to or at the direction of the Debtor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Secured Party, together with any monies at the time held by the Secured Party hereunder, and (b) execute and deliver to the Debtor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement.

Section 13.07 Acknowledgement. The Debtor acknowledges receipt of a fully executed copy of this Agreement.

Section 13.08 Amalgamation. The Debtor acknowledges that, if it amalgamates with another person, the term Debtor when used in this Agreement, shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the security interests created hereby shall extend to the Collateral in which any amalgamating corporation has any rights at the time of the amalgamation and to any collateral in which the amalgamated corporation thereafter has any rights to secure the Secured Obligations of each of the amalgamating corporations and the amalgamated corporation to the Secured Party at the time of the amalgamation and any Secured Obligations of the amalgamated corporation to the Secured Party thereafter arising.

Section 13.09 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province Ontario and the laws of Canada applicable in that Province and the parties irrevocably attorn to the non-exclusive jurisdiction of the courts of Ontario.

Section 13.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 13.11 Conflict with Note. To the extent of any conflict or inconsistency between the terms of this Agreement and the terms of the Note, the terms of the Note shall govern to the extent necessary to remove the conflict or inconsistency.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Debtor has executed this Agreement as of the date first above written.

MIZRAHI 128 HAZELTON RETAIL INC., as Debtor

By  _____

Name:

Title:

SCHEDULE A

LOCATION OF COLLATERAL

[List locations of collateral as required by Section 5.01(a) and Section 7.01(b)]

SCHEDULE B
THE AGREEMENT OF PURCHASE AND SALE

Attached.

This is Exhibit "Q" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

OPTION AGREEMENT

This Option Agreement (this "**Agreement**") dated the 10 day of November, 2020.

BETWEEN:

MIZRAHI 128 HAZELTON RETAIL INC. (the "**Optionor**"),

- and -

CONSTANTINE ENTERPRISES INC. (the "**Optionee**"),

WHEREAS the Optionor and ProjectCo (as defined below) are parties to the agreement of purchase and sale dated November 29, 2016 (as assigned by Mizrahi Inc. to the Optionor pursuant to an assignment and assumption agreement dated on or about the date hereof), pursuant to which the Optionor has a right to purchase from ProjectCo unit 01 on level 01 (the "**Unit**") in the condominium located on those lands municipally known as 128 Hazelton Avenue, Toronto, Ontario on the terms and conditions set out therein (as amended, restated or otherwise modified from time to time, the "**APS**").

AND WHEREAS the Optionor and ProjectCo are party to a promissory note dated on or about the date hereof pursuant to which ProjectCo is indebted to the Optionor (as amended, restated or otherwise modified from time to time, the "**Note**", and together with the APS, the "**Optioned Property**")

AND WHEREAS the Optionor wishes to grant to the Optionee, and the Optionee wishes to obtain from the Optionor, an option to purchase the Optioned Property on the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

ARTICLE I Definitions

Section 1.01 Definitions. The following terms have the meanings specified or referred to in this Section 1.01:

"**APS Closing Date**" means the later to occur of (i) payment by ProjectCo of all debt, interest and other amounts owing to Duca Financial Services Credit Union Ltd. and Westmount Aviva Surety deposits, and (ii) ProjectCo being capable of transferring title to the Unit to the Optionor in accordance with the APS.

"**Business Day**" means any day of the week excluding Saturday, Sunday and statutory holidays in the Province of Ontario.

"**Option**" means the option to purchase in Section 2.01 of this Agreement.

"**Option Notice**" means a written notice from the Optionee to the Optionor exercising the Optionee's Option in accordance with this Agreement.

"**Option Term**" means the 90 day period commencing on 91st day following the APS Closing Date.

"**ProjectCo**" means Mizrahi (128) Hazelton Inc.

"**Purchase Price**" means the amount of One Dollar (\$1.00).

ARTICLE II Option to Purchase

Section 2.01 Grant of Option. The Optionor hereby grants to the Optionee an option to purchase the Optioned Property for the Purchase Price on the terms and conditions in this Agreement.

Section 2.02 Exercise of Option. The Optionee may only exercise the Option during the Option Term, if the Optionor has not completed the purchase of the Unit pursuant to the APS prior to the commencement of the Option Term, by sending the Option Notice to the Optionor in accordance with the notice provision in Section 3.01 of this Agreement together with the Purchase Price.

Section 2.03 Effect of Exercise. Upon exercise of the Option during the Option Term and payment of the Purchase Price, this Agreement shall constitute and operate as an immediate and effective transfer and assignment of the Optioned Property by the Optionor to the Optionee.

Section 2.04 Lapse of Option.

- (a) If the Optionor has completed the purchase of the Unit pursuant to the APS prior to the commencement of the Option Term, then this Agreement, including, without limitation, the Option, shall automatically terminate upon such closing, and neither party shall have any further obligations under this Agreement except for those that expressly survive termination or expiry of this Agreement.
- (b) If the Optionee does not properly exercise the Option in the manner described in this Agreement during the Option Term, this Agreement, including, without limitation, the Option, shall automatically terminate as of 11:59 p.m. on the last day of the Option Term, and neither party shall have any further obligations under this Agreement except for those that expressly survive termination or expiry of this Agreement.

Section 2.05 Post Exercise Sale.

- (a) If the Optionee exercises the Option in the manner described in this Agreement, then it will run a reasonably commercial 90 day sales process to sell the Optioned Property to the highest bidder (a "**Third Party Sale**"). The Optionor shall have the right to review and comment on all offers submitted in connection with this sales process.

- (b) If the Optionee is able complete a Third Party Sale pursuant to the process described in (a) above, then the Optionee will apply the net proceeds from the Third Party Sale as follows:
- (i) First, to reduce amounts owing by the Optionor to the Optionee pursuant to that certain promissory note dated on or about the date hereof made by the Optionor in favour of the Optionee, as may be amended, supplemented, restated, replaced, or otherwise modified from time to time,
 - (ii) Second, to the Optionee as repayment of amounts owing under that certain promissory note made by Sam Mizrahi and the Optionee dated April 30, 2019, as may be amended, supplemented, restated, replaced, or otherwise modified from time to time, if any; and
 - (iii) Third, if any remaining, to the Optionor.

ARTICLE III Notice

Section 3.01 Notice. To be effective, a notice must be in writing and delivered (a) personally, either to the individual designated below for that party or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out below, (b) by registered mail, or (c) by electronic mail to the address or electronic mail address set out opposite the party's name below or to any other address or electronic mail address for a party as that party from time to time designates to the other parties in the same manner:

in the case of the Optionee, to:

Constantine Enterprises Inc.
333 Bloor Street East, 10th Floor
Toronto ON M4W 1G9, Canada
Attention: Robert Hiscox
E-mail: robert.hiscox@constantineinc.com

with a copy to

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2
Attention: Jason Arbuck
E-mail: jarbuck@cassels.com

in the case of the Optionor, to:

189 Forest Hill Road,
Toronto, ON M5P 2N3
Attention: Sam Mizrahi
Email: Sam@MizrahiDevelopments.ca

with a copy to:

McCarter Grespan Beynon Weir PC
675 Riverbend Drive
Kitchener, ON N2K 3S3

Attention: Avril Lavallee and Chris Bryant

Email: alavallee@mgbwlaw.com and cbryant@mgbwlaw.com

Any notice is effective (i) if personally delivered, as described above, on the day of delivery if that day is a business day and it was received before 5:00 p.m. local time in the place of receipt and otherwise on the next business day, (ii) if sent by registered mail, on the fourth business day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth business day thereafter there is a disruption of postal service then, notice must be given by means other than mail, or (iii) if sent by electronic mail, on the business day following the date of delivery.

ARTICLE IV Other Provisions

Section 4.01 Transferability by Optionee. The Optionee may assign or transfer all or part of this Agreement without the consent of the Optionor.

Section 4.02 Transferability by Optionor. The Optionor may not assign or grant any interest, encumbrance, security interest, lien or charge in the Optioned Property or this Agreement without the prior written consent of the Optionee.

Section 4.03 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Optionor and the Optionee, and their respective permitted successors and permitted assigns.

ARTICLE V Miscellaneous

Section 5.01 Time of the Essence. Time shall in all respects be of the essence in this Agreement.

Section 5.02 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 5.03 Amendments. No amendment or modification of this Agreement shall be binding unless in writing and signed by all the parties to this Agreement.

Section 5.04 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of

this Agreement.

Section 5.05 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that Province.

Section 5.06 Entire Agreement. This Agreement constitutes the entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

OPTIONOR:

MIZRAHI 128 HAZELTON RETAIL INC.

By:  _____

Name: Sam Mizrahi

Title:

OPTIONEE:

CONSTANTINE ENTERPRISES INC.

By: _____

Name: Robert Hiscox

Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

OPTIONOR:

MIZRAHI 128 HAZELTON RETAIL INC.


By: _____

Name: Sam Mizrahi

Title:

OPTIONEE:

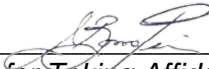
CONSTANTINE ENTERPRISES INC.

By:  _____

Name: Robert Hiscox

Title:

This is Exhibit "R" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

GUARANTEE AND INDEMNITY

Dated November 10, 2020

BETWEEN:

SAM MIZRAHI (the “**Guarantor**”)

and

CONSTANTINE ENTERPRISE INC. (the “**Lender**”).

RECITALS:

A. Mizrahi 128 Hazelton Retail Inc. (the “**Borrower**”) and the Lender entered into a promissory note dated on or about the date hereof (as may be amended, supplemented, restated, replaced, or otherwise modified from time to time, the “**Note**”).

B. The Guarantor is a natural person acting for business purposes and considers it in its best interest to provide this guarantee as the Guarantor will derive substantial direct and indirect benefits from the Lender providing financial accommodations to the Borrower.

The parties agree as follows:

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this guarantee, in addition to the terms defined above, the following definitions apply:

“**Agreed Currency**” means the currency in which the Borrower must pay each component of the Guaranteed Obligations.

“**Authorized Persons**” means the Borrower or any of its respective directors, partners, employees, or agents acting or purposing to act on its behalf.

“**Demand**” means a demand by the Lender, made by written notice delivered in accordance with Section 7.09 (Notice), upon the Guarantor that it make payment under this guarantee.

“**Guaranteed Obligations**” is defined in Section 2.01.

Capitalized terms used in this Guarantee and not otherwise defined have the meanings given to them in the Note.

1.02 References to specific terms

(a) *Currency*. Unless otherwise specified, all dollar amounts expressed in this guarantee refer to Canadian currency.

- (b) *“Including.”* Where this guarantee uses the word “including,” it means “including without limitation,” and where it uses the word “includes,” it means “includes without limitation.”
- (c) *Statutes, etc.* Unless otherwise specified, any reference in this guarantee to a statute includes the regulations, rules, and policies made under that statute and any provision or instrument that amends or replaces that statute or those regulations, rules, or policies.

1.03 Headings

The headings used in this guarantee and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

1.04 Internal references

References in this guarantee to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this guarantee.

1.05 Number and gender

Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

1.06 Calculation of time

In this guarantee, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Eastern Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. Eastern Time on the next Business Day.

ARTICLE 2 GUARANTEE AND INDEMNITY

2.01 Guarantee

The Guarantor hereby unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the due and prompt payment by the Borrower of: all present and future indebtedness and liabilities of the Borrower to the Lender under or in connection with the Note including, without limitation, all principal and interest thereon at the rate specified in the Note (both before and after demand and judgment) together with all fees, charges and expenses, in each case, when and as due, whether at scheduled maturity, on the date set for prepayment, by acceleration or otherwise all such obligations, whether now or hereafter existing, being referred to collectively as the "**Guaranteed Obligations**".

The Guarantor further agrees that all or part of the Guaranteed Obligations may be increased, extended, substituted, amended, renewed or otherwise modified without notice to or consent from the Guarantor and such actions shall not affect the liability of the Guarantor hereunder.

2.02 Liability of Guarantor

If the Borrower fails or refuses to punctually make any payment or perform the Guaranteed Obligations, the Guarantor shall unconditionally render any such payment or performance immediately upon Demand by the Lender. The Guarantor's liability will bear interest from the date that the Lender makes Demand to the date of payment at the rate set out in section 2.08 (Interest). Nothing but payment and satisfaction in full of the Guaranteed Obligations shall release the Guarantor from its Guaranteed Obligations under this guarantee.

2.03 Limit on liability

The Guarantor's liability under this guarantee is unlimited.

2.04 Nature of guarantee

This is a continuing guarantee for payment when due under a current, running, or revolving account, credit facility, or similar account or facility, and not of collection. This guarantee is irrevocable by the Guarantor, and the Guarantor expressly and unconditionally waives any right to terminate this guarantee. The liability of the Guarantor shall continue and be binding on the Guarantor, and as well after as before default and after and as before maturity of the Guaranteed Obligations, until all the Guaranteed Obligations are fully paid and satisfied.

2.05 Indemnity

- (a) If the Lender cannot recover the Guaranteed Obligations under section 2.01 (Guarantee) for any reason, then, in addition to the guarantee provided by the Guarantor in section 2.01 (Guarantee) and as a separate and distinct obligation, the Guarantor shall indemnify the Lender against all direct and indirect claims, losses, payments, and expenses that the Lender may suffer or incur in connection with the Borrower's failure to satisfy the Guaranteed Obligations.
- (b) Any payment that the Guarantor actually makes to the Lender under this Article will reduce the Guarantor's liability under this section by that same amount.

2.06 Guarantor as primary obligor

If the Lender cannot recover the Guaranteed Obligations under section 2.01 (Guarantee) or if the Lender is not fully indemnified under section 2.05 (Indemnity), in either case for any reason, then the Lender may recover those Guaranteed Obligations from the Guarantor as primary obligor as a separate and distinct obligation. In that case, the Lender may, without limitation, in its sole discretion

- (a) treat all Guaranteed Obligations as due and payable,
- (b) immediately demand that the Guarantor pay to it the total amount due and owing under this guarantee, and
- (c) apply any amounts so collected to the Guaranteed Obligations.

2.07 Settling of accounts

In the absence of manifest error, the Guarantor shall accept and will be bound by any account settled or stated in writing by or between the Lender and the Borrower as prima facie evidence of the amount or balance that the Borrower must pay the Lender.

2.08 Interest

The Guarantor's liability, whether as a guarantor, indemnitor, or primary obligor, bears interest from the date that the Lender makes Demand, both before and after Demand, default, or judgment and until actual payment is made in full, at an annual rate of interest fluctuating with and at all times equal to the highest rate applicable to the Guaranteed Obligations, calculated and payable in accordance with the Note.

2.09 Agreed currency

- (a) The Guarantor shall make payments under this guarantee on account of the Guaranteed Obligations in the Agreed Currency.
- (b) If the Lender receives any payment in another currency, that payment discharges the Guarantor's liability under this guarantee only to the extent of the amount of the Agreed Currency that the Lender is able to purchase at Toronto, Ontario with the amount of the other currency that it receives on the Business Day immediately following that receipt in accordance with normal procedures and after deducting any premium and costs of exchange.
- (c) If the amount of the Agreed Currency that the Lender is able to purchase with the amount of the other currency that it received is less than the amount due to it in connection with that Obligation, the Guarantor remains liable to the Lender for any deficiency, together with interest in accordance with section 2.08 (Interest).

2.10 Reinstatement

This guarantee will continue to be effective or will be reinstated, as the case may be, if, at any time, the Lender rescinds or otherwise returns, for any reason (including in connection with the insolvency, bankruptcy, or reorganization of the Borrower or any allegation that the Lender received a payment in the nature of a preference), all or any part of any payment of any of the Guaranteed Obligations, all as though that payment had not been made.

2.11 Acceleration of maturity

The Lender may accelerate the maturity date of the Guaranteed Obligations as provided in the Note for the purposes of this guarantee, notwithstanding any stay existing under any bankruptcy, insolvency, reorganization, or other similar law of any jurisdiction preventing that acceleration.

2.12 Set-off

The Guarantor shall not assert any set-off or counterclaim that either the Guarantor or the Debtor may have against the Lender.

ARTICLE 3

ABSOLUTE LIABILITY; DEALINGS WITH THE BORROWER AND OTHERS

3.01 Absolute liability

The Guarantor's liability under this guarantee is absolute and unconditional irrespective of, and is not limited, released, discharged, or otherwise affected by

- (a) any lack of validity, legality, or enforceability, in whole or in part, of the Note or of any other security, right to recourse, or collateral that the Lender may hold,
- (b) any impossibility, impracticality, frustration of purpose, illegality, force majeure, or act of government,
- (c) any limitation, postponement, subordination, prohibition, or other restriction on the Lender's rights and remedies in connection with the Guaranteed Obligations (including any court order that purports to prohibit or suspend the acceleration of the time for payment of any of the Guaranteed Obligations, the Borrower's payment of any of the Guaranteed Obligations, or the Lender's rights and remedies against the Borrower in connection with the Guaranteed Obligations),
- (d) any insolvency, bankruptcy, winding-up, liquidation, dissolution, amalgamation, reorganization, or other similar proceeding affecting the Borrower, the Lender, or any other Person,
- (e) any change in the name, status, function, control, constitution, objects, capital stock, or ownership of the Borrower, the Lender, or any other Person,
- (f) any sale, in whole or in part, of the Borrower's business or assets,
- (g) any death or loss or diminution of status, power, capacity, or ability of the Guarantor (regardless of the Lender's actual or imputed knowledge regarding any of the foregoing matters),
- (h) any death or loss or diminution of status, power, capacity, or ability of the Authorized Persons (regardless of the Lender's actual or imputed knowledge regarding any of the foregoing matters), or that the Borrower may not be a legal or suable entity, or any other irregularity, defect, fraud, or informality of the Borrower, or their respective Authorized Persons in their respective Guaranteed Obligations to the Lender,
- (i) any right or alleged right of set-off, counterclaim, defence, appropriation, or application or any claim or demand that the Guarantor may at any time have or may allege to have against the Debtor, the Lender, or any other Person, whether in connection with this guarantee or any unrelated transactions,
- (j) the Lender's failure to marshal any assets,
- (k) the absence, impairment, or loss of any of the Guarantor's right to subrogation, reimbursement, or contribution, or any other right against the Borrower or any other Person or any security or collateral,
- (l) an intermediate payment of all or any part of the Guaranteed Obligations, and
- (m) any other applicable law or other circumstance that might otherwise constitute, in whole or in part, a legal or equitable defence available to, or complete or partial legal or equitable discharge of, the Guarantor, the Borrower, or any other Person in connection with any or all of the Guaranteed Obligations or the Guarantor's liability under this guarantee.

The Guarantor waives each of the defences noted above to the fullest extent permitted under applicable law.

3.02 No release

Without limiting the generality of the preceding sentence and without limiting, releasing, discharging, or otherwise affecting, in whole or in part, the Guarantor's liability under this guarantee, the Lender may, from time to time and without giving notice to or obtaining the consent of the Guarantor,

- (a) make any change to the time, manner, or place of payment under, or to any other term of, the Note (including supplementing or replacing any of those agreements),
- (b) waive the Borrower's failure to carry out any of its Guaranteed Obligations under any of the Note,
- (c) grant renewals, extensions of time, indulgences, releases, and discharges to the Borrower or any other Person,
- (d) with respect to security or collateral given by the Borrower or any other Person in connection with the Guaranteed Obligations, (i) take, perfect, or maintain or refrain from taking, perfecting, or maintaining that security or collateral, (ii) subordinate, release, discharge, or compromise any of that security or collateral, and (iii) otherwise deal with that security or collateral in any manner it sees fit (including enforcing that security, whether in an improvident or commercially unreasonable manner as a result of the Lender's negligence, recklessness, or wilful action or inaction, or otherwise, and regardless of any duty that the Lender might have to the Borrower under applicable law in connection with the enforcement of that security),
- (e) release, substitute, or add any co-signer, endorser, or other guarantor of the Guaranteed Obligations,
- (f) accept compositions, compromises, or arrangements from the Borrower or any other Person,
- (g) fail to notify the Guarantor of (i) acceptance of this guarantee, (ii) partial payment or non-payment of all or any part of the Guaranteed Obligations, or (iii) the sale or other disposition of any property securing the Guaranteed Obligations or any guarantee thereof, or any defect in any notice of sale or other disposition,
- (h) apply all monies that it receives at any time from the Borrower or any other Person or from the proceeds of any security that the Lender holds in connection with the Guaranteed Obligations, or change any application of those monies, in whole or in part, from time to time as the Lender sees fit, not being bound by the law of imputation and regardless of any direction that the Borrower or any other Person may give regarding application of those monies, and
- (i) otherwise deal or fail to deal with the Borrower and all other Persons and any security that the Lender holds in connection with the Guaranteed Obligations at the Lender's discretion.

The Guarantor waives each of the above defences to the fullest extent permitted under applicable law.

3.03 Limitation periods

If any limitation period applies to any claim for payment of the Guaranteed Obligations or remedy for enforcement of the Guaranteed Obligations, then

- (a) if applicable law permits, any limitation period is expressly excluded and entirely waived,
- (b) if applicable law prohibits a complete exclusion and waiver of any limitation period, any limitation period is extended to the maximum length permitted by applicable law,
- (c) any applicable limitation period begins only after the Lender expressly Demands that the Guarantor pay the Guaranteed Obligations,
- (d) any applicable limitation period begins afresh upon the Guarantor making any payment or other acknowledgement of the Guaranteed Obligations, and
- (e) this guarantee is a “business agreement” as defined in the *Limitations Act, 2002* (Ontario), if that act applies.

3.04 Remedies

- (a) Before a Demand is made under this guarantee, the Lender shall (i) exhaust its recourse against the Borrower or any other Person and (ii) realize on any security, collateral, or other guarantees that it may hold at any time in connection with the Guaranteed Obligations.
- (b) The Guarantor renounces all benefits of discussion and division.

ARTICLE 4 SUBROGATION

4.01 Restrictions on right of subrogation

- (a) The Guarantor shall not enforce or exercise any right of exoneration, contribution, reimbursement, recourse, indemnification, subrogation, or any similar claim available to it against the Borrower or any other Person or against any related security until
 - (i) the Guarantor has performed or made indefeasible payment to the Lender in cash of all amounts that the Guarantor owes the Lender under this guarantee, and
 - (ii) all other Guaranteed Obligations are performed and indefeasibly paid in full in cash.
- (b) Until the Lender receives full payment and performance of the Guaranteed Obligations, the Guarantor shall hold in trust for the Lender (separate and apart from the Guarantor’s other property), and shall immediately upon receipt pay to the Lender, all monies that the Guarantor receives in connection with these

claims. After that payment and performance, the Lender shall, at the Guarantor's request and expense, execute and deliver to the Guarantor all appropriate documents (without recourse and without representation and warranty) necessary to evidence the Lender's transfer by way of subrogation to the Guarantor, on an "as is, where is" basis, of an interest in the Guaranteed Obligations and any security that the Lender holds for that interest as a result of the Guarantor's performance or payment.

ARTICLE 5 ACKNOWLEDGEMENTS

5.01 Construction of terms

The parties have each participated in settling the terms of this guarantee. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this guarantee.

5.02 Payment of costs and expenses

The Guarantor shall pay all costs and expenses (including legal fees) that it and the Lender, or its agents on its behalf, incur in connection with the enforcement of the Lender's interest under, this guarantee, which will be paid immediately upon demand and form part of the Guaranteed Obligations.

ARTICLE 6 RIGHTS AND REMEDIES

6.01 Remedies cumulative

The rights, remedies, and powers provided to a party under this guarantee are cumulative and in addition to, and are not exclusive of or in substitution for, any rights, remedies, and powers otherwise available to that party.

6.02 Guarantee in addition

This guarantee is in addition to and not in substitution for any other guarantee, security, or agreement now or later held by the Lender in connection with the Borrower or the Guaranteed Obligations.

6.03 Severability

The invalidity or unenforceability of any particular term of this guarantee will not affect or limit the validity or enforceability of the remaining terms.

6.04 Waiver

- (a) *Requirements.* No waiver of satisfaction of a condition or non-performance of an obligation under this agreement is effective unless it is in writing and signed by the party granting the waiver.
- (b) *Scope of waiver.* No waiver by a party will extend to any subsequent non-satisfaction or non-performance of an obligation under this agreement, whether or not of the same or similar nature to that which was waived.

- (c) *Rights and remedies.* No waiver by a party will affect the exercise of any other rights or remedies by that party under this agreement. Any failure or delay by a party in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver by that party of that right or remedy. No single or partial exercise by a party of any right or remedy will preclude any other or further exercise by that party of any right or remedy.

ARTICLE 7 GENERAL

7.01 Entire agreement

This guarantee,

- (a) constitutes the entire agreement between the Borrower, the Guarantor and the Lender with respect to the Guaranteed Obligations; there are no representations, covenants, or other terms other than those set out in those agreements, and
- (b) supersedes any previous discussions, understandings, or agreements,

between the parties relating to its subject matter.

7.02 Further assurances

Each party, upon receipt of notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this guarantee and the transactions contemplated by this guarantee.

7.03 Amendment

This guarantee may only be amended by a written document signed by each of the parties.

7.04 Paramountcy

In the event of any conflict, inconsistency, ambiguity or difference between the provisions of this agreement and of the Note, then the provisions of the Note shall govern and be paramount, and any such provision in this agreement shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference. Notwithstanding the foregoing, if there is any right or remedy of the Lender set out in this agreement or any part thereof that is not set out or provided for in the Note, such additional right or remedy shall not constitute a conflict, inconsistency, ambiguity or difference.

7.05 Binding Effect

This guarantee enures to the benefit of and binds the parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns, as applicable.

7.06 Borrower's information

The Lender possesses and will possess information relating to the Borrower that is and may be material to this guarantee. The Lender has no obligation to disclose to the Guarantor any information that it may now or later possess concerning the Borrower.

7.07 Borrower's amalgamation

If the Borrower amalgamates with any other entity or entities, this guarantee will continue in full force and effect and, for greater certainty, all defined terms and other terms of this guarantee will be deemed to have been amended to reflect the amalgamation, to the extent required by the context.

7.08 Assignment

The Lender may assign this guarantee and the Guaranteed Obligations in whole or in part to any Person with notice to the Guarantor.

7.09 Notice

To be effective, a notice must be in writing and delivered (a) personally, either to the individual designated below for that party or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out below, (b) by fax, (c) by registered mail, or (d) by electronic mail to the address or electronic mail address set out opposite the party's name below or to any other address or electronic mail address for a party as that party from time to time designates to the other parties in the same manner:

in the case of the Guarantor, to:

189 Forest Hill Road,
Toronto, ON M5P 2N3

Attention: Sam Mizrahi
Email: Sam@MizrahiDevelopments.ca

in the case of the Lender, to:

Constantine Enterprises Inc.
333 Bloor Street East, 10th Floor
Toronto ON M4W 1G9, Canada

Attention: Robert Hiscox
E-mail: robert.hiscox@constantineinc.com

Any notice is effective (i) if personally delivered, as described above, on the day of delivery if that day is a Business Day and it was received before 5:00 p.m. local time in the place of receipt and otherwise on the next Business Day, (ii) if sent by fax, on the day of transmission if that day is a Business Day and the fax transmission was made before 5:00 p.m. local time in the place of receipt and otherwise on the next Business Day, (iii) if sent by registered mail, on the fourth Business Day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth Business Day thereafter there is a disruption of postal service then, notice must be given by means other than mail, or (iv) if sent by electronic mail, on the day the sender receives confirmation of receipt by return electronic mail from the recipient if that day is a Business Day and if that confirmation was received before 5:00 p.m. local time in the place of receipt, and otherwise on the next Business Day.

7.10 Governing law

The laws of Ontario and the laws of Canada applicable in that province, excluding any rule or principle of conflicts of law that may provide otherwise, govern this guarantee.

7.11 Submission to jurisdiction

The Guarantor irrevocably attorns to the jurisdiction of the courts of Ontario, which will have non-exclusive jurisdiction over any matter arising out of this guarantee.

7.12 Copy of guarantee

The Guarantor acknowledges receipt of an executed copy of this guarantee.

7.13 Conclusive delivery

Possession by the Lender of an executed copy of this guarantee constitutes conclusive evidence that

- (a) the Guarantor executed and delivered this guarantee to the Lender free of all conditions,
- (b) there is no agreement or understanding between the Lender and the Guarantor that the Guarantor delivered this guarantee in escrow or the Guarantor did not intend it to be effective until the occurrence of any event or the satisfaction of any condition, and
- (c) the Lender has not made any representations, statements, or promises to the Guarantor regarding the Borrower, the Lender's intention to obtain any security in connection with the Guaranteed Obligations or guarantees from other Persons in connection with the Guaranteed Obligations, the circumstances under which the Lender may enforce this guarantee, the manner in which the Lender may enforce this guarantee, or any other matter that might conflict with the provisions expressly set out in this guarantee.

7.14 Independent Legal Advice

The Guarantor acknowledges that the Guarantor has had ample opportunity to review and consider the terms and conditions of this guarantee and fully understands the terms and conditions hereof and has received legal advice from the Guarantor's solicitors in connection with this guarantee. The Guarantor is entering into this guarantee freely and voluntarily and without any pressure from or influence by any Person.

7.15 Counterparts

This guarantee may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

7.16 Effective date

This guarantee is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

[Signature Page Follows]

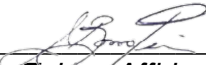
This guarantee has been executed by the Guarantor as of the date first written above.

Witness
Name: _____



SAM MIZRAHI

This is Exhibit "S" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C



September 22, 2022

Promissory Note ("Note 2020")

By Email and Registered Mail

amerskey@cassels.com

tel: +1 416 860 2948

Mizrahi 128 Hazelton Retail Inc.
189 Forest Hill Road,
Toronto, Ontario M5P 2N3
Email: sam@MizrahiDevelopments.ca

Dear Sir:

Re: Promissory Note ("Note 2020") dated November 10, 2020, between Mizrahi 128 Hazelton Retail Inc. (the "Borrower") and Constantine Enterprises Inc. (the "Lender")

We are counsel to the Lender. Terms not otherwise defined herein have the meaning provided to them in the Note 2020.

As of August 31, 2022, the Borrower was indebted to the Lender in the aggregate principal amount of \$2,532,892.61 plus interest, fees, legal expenses and disbursements (the "**Outstanding Amount**") in respect of the Note 2020. Please be advised that interest, fees, expenses, and disbursements continue to accrue.

Pursuant to section 5(b) of Note 2020, after \$250,000 of monthly interest had capitalized, the Borrower was required to make monthly Interest payments to the Lender on the last day of each calendar month thereafter and failed to do so. Accordingly, a Default under the Note 2020 has occurred.

On behalf of the Lender, we formally make demand for the payment of the Outstanding Amount, plus interest, fees, legal expenses and disbursements continuing to accrue.

As security for the obligations under the Note 2020, the Borrower delivered a general security agreement dated November 10, 2020, in favour of the Lender ("**Security**").

If repayment in full of the Outstanding Amount is not received by October 4, 2022, the Lender intends to take further steps as provided for by law. In this regard, we enclose and serve the Borrower with a Notice of Intention to Enforce Security, pursuant to the *Bankruptcy and Insolvency Act* (Canada).

The Lender hereby expressly reserves all rights, remedies, and claims with respect to the Note 2020 and the Security, any of which rights, remedies and claims may be exercised or pursued at any time and from time to time and without further notice, in the sole discretion of the Lender.

Yours truly,

Cassels Brock & Blackwell LLP



Alan Merskey
Partner

Cc:

Avril Lavallee

McCarter Grespan Beynon Weir PC
675 Riverbend Drive,
Kitchener, Ontario N2K 3S3
alavallee@mgbwlaw.com

Chris Bryant

McCarter Grespan Beynon Weir PC
675 Riverbend Drive,
Kitchener, Ontario N2K 3S3
cbryant@mgbwlaw.com

**NOTICE OF INTENTION TO ENFORCE SECURITY UNDER SECTION 244(1) OF
THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: **Mizrahi 128 Hazelton Retail Inc.**, an insolvent person (the "**Debtor**")

Take notice that:

1. Under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), Constantine Enterprises Inc. (the "**Secured Party**") intends to enforce its security on the property of the Debtor, including without limitation as described below:

- (a) all present and after-acquired property, assets and undertaking of the Debtor of every kind and nature whatsoever, including all Accounts, Goods (including Inventory, Equipment and motor vehicles, but excluding Consumer Goods), Intangibles, Chattel Paper, Documents of Title, Instruments, Securities and all other Investment Property, Money, and any other contract rights or rights to the payment of money;
- (b) all Proceeds and products of each of the foregoing, including any and all Proceeds of any insurance, indemnity, compensation for loss or damage, warranty or guarantee payable to the Debtor from time to time with respect to any of the foregoing;
- (c) all books and records relating to the foregoing, including in any form or medium;
- (d) all supporting obligations relating the foregoing;
- (e) all additions, accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing; and
- (f) the last day of the term of any lease, verbal or written, or any agreement to lease, now held or hereafter acquired by the Debtor is excepted out of the security interests hereby created, but should the Secured Party need to enforce against the Collateral, the Debtor shall hold the last date in trust for the Secured Party and shall assign it to any person acquiring the term or that part of the term that is charged in the course of any enforcement or realization of the Collateral.

2. The security that is to be enforced is in the form of a general security agreement by the Debtor in favour of the Secured Party dated November 10, 2020 (the "**Security**").

3. As of August 31, 2022, the principal amount of indebtedness is \$2,532,892.61 CAD plus all applicable interest and all legal fees and disbursements. All applicable interest continues to accrue and the Secured Party is entitled to payment of all fees and expenses incurred by the Secured Party (including, without limitation, all legal fees and disbursements) to the date of payment in full.

4. The Secured Party will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice unless the insolvent person consents to an earlier enforcement by returning to the Secured Party an executed copy of the

enclosed consent.

Date September 22, 2022.

Constantine Enterprises Inc.

by its lawyers,

CASSELS BROCK & BLACKWELL LLP

Suite 2100, Scotia Plaza

40 King Street West

Toronto, Ontario M5H 3C2

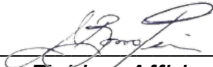
By:



Name: Alan Merskey

Title: Partner

This is Exhibit "T" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

Registered Instrument Number	Date	Instrument Type	Amount	Parties	PINs
AT3921042	2015/06/19	Charge/Mortgage	\$21 million	Constantine Enterprises Inc. ("Constantine")	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT); 76967-0021 (LT); 76967-0023 (LT); 76967-0024 (LT); 76967-0025 (LT); 76967-0026 (LT); 76967-0027 (LT); 76967-0028 (LT); 76967-0030 (LT); 76967-0031 (LT); 76967-0032 (LT); 76967-0034 (LT); 76967-0035 (LT); 76967-0036 (LT); 76967-0037 (LT); 76967-0038 (LT); 76967-0041 (LT); 76967-0042 (LT); 76967-0043 (LT); 76967-0045 (LT); 76967-0046 (LT); 76967-0047 (LT); 76967-0048 (LT); 76967-0053 (LT); 76967-0054 (LT); 76967-0057 (LT); 76967-0058 (LT); 76967-0059 (LT); 76967-0060 (LT); 76967-0062 (LT); 76967-0065 (LT); 76967-0066 (LT); 76967-0067 (LT); 76967-0073 (LT); 76967-0074 (LT); 76967-0076 (LT)
AT3921043	2015/06/19	Notice – Assignment of Rents (General)		Constantine	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT); 76967-0021 (LT); 76967-0023 (LT); 76967-0024 (LT); 76967-0025 (LT); 76967-0026 (LT); 76967-0027 (LT); 76967-0028 (LT); 76967-0030 (LT); 76967-0031 (LT); 76967-0032 (LT); 76967-0034 (LT); 76967-0035 (LT); 76967-0036 (LT); 76967-0037 (LT); 76967-0038 (LT); 76967-0041 (LT); 76967-0042 (LT); 76967-0043 (LT); 76967-0045 (LT); 76967-0046 (LT); 76967-0047 (LT); 76967-0048 (LT); 76967-0053 (LT); 76967-0054 (LT); 76967-0057 (LT); 76967-0058 (LT); 76967-0059 (LT); 76967-0060 (LT); 76967-0062 (LT); 76967-0065 (LT); 76967-0066 (LT); 76967-0067 (LT); 76967-0073 (LT); 76967-0074 (LT); 76967-0076 (LT)

Registered Instrument Number	Date	Instrument Type	Amount	Parties	PINs
AT4349872	2016/09/22	Charge/Mortgage	\$18.5 million	Aviva Insurance Company of Canada ("Aviva")	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT); 76967-0021 (LT); 76967-0023 (LT); 76967-0024 (LT); 76967-0025 (LT); 76967-0026 (LT); 76967-0027 (LT); 76967-0028 (LT); 76967-0030 (LT); 76967-0031 (LT); 76967-0032 (LT); 76967-0034 (LT); 76967-0035 (LT); 76967-0036 (LT); 76967-0037 (LT); 76967-0038 (LT); 76967-0041 (LT); 76967-0042 (LT); 76967-0043 (LT); 76967-0045 (LT); 76967-0046 (LT); 76967-0047 (LT); 76967-0048 (LT); 76967-0053 (LT); 76967-0054 (LT); 76967-0057 (LT); 76967-0058 (LT); 76967-0059 (LT); 76967-0060 (LT); 76967-0062 (LT); 76967-0065 (LT); 76967-0066 (LT); 76967-0067 (LT); 76967-0073 (LT); 76967-0074 (LT); 76967-0076 (LT)
AT4349873	2016/09/22	Postponement		Constantine in favour of Aviva	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT); 76967-0021 (LT); 76967-0023 (LT); 76967-0024 (LT); 76967-0025 (LT); 76967-0026 (LT); 76967-0027 (LT); 76967-0028 (LT); 76967-0030 (LT); 76967-0031 (LT); 76967-0032 (LT); 76967-0034 (LT); 76967-0035 (LT); 76967-0036 (LT); 76967-0037 (LT); 76967-0038 (LT); 76967-0041 (LT); 76967-0042 (LT); 76967-0043 (LT); 76967-0045 (LT); 76967-0046 (LT); 76967-0047 (LT); 76967-0048 (LT); 76967-0053 (LT); 76967-0054 (LT); 76967-0057 (LT); 76967-0058 (LT); 76967-0059 (LT); 76967-0060 (LT); 76967-0062 (LT); 76967-0065 (LT); 76967-0066 (LT); 76967-0067 (LT); 76967-0073 (LT); 76967-0074 (LT); 76967-0076 (LT)

Registered Instrument Number	Date	Instrument Type	Amount	Parties	PINs
AT4349874	2016/09/22	Postponement		Constantine in favour of Aviva	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT); 76967-0021 (LT); 76967-0023 (LT); 76967-0024 (LT); 76967-0025 (LT); 76967-0026 (LT); 76967-0027 (LT); 76967-0028 (LT); 76967-0030 (LT); 76967-0031 (LT); 76967-0032 (LT); 76967-0034 (LT); 76967-0035 (LT); 76967-0036 (LT); 76967-0037 (LT); 76967-0038 (LT); 76967-0041 (LT); 76967-0042 (LT); 76967-0043 (LT); 76967-0045 (LT); 76967-0046 (LT); 76967-0047 (LT); 76967-0048 (LT); 76967-0053 (LT); 76967-0054 (LT); 76967-0057 (LT); 76967-0058 (LT); 76967-0059 (LT); 76967-0060 (LT); 76967-0062 (LT); 76967-0065 (LT); 76967-0066 (LT); 76967-0067 (LT); 76967-0073 (LT); 76967-0074 (LT); 76967-0076 (LT)
AT4448519	2017/01/04	Postponement		Constantine in favour of the City of Toronto (" the City ")	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT); 76967-0021 (LT); 76967-0023 (LT); 76967-0024 (LT); 76967-0025 (LT); 76967-0026 (LT); 76967-0027 (LT); 76967-0028 (LT); 76967-0030 (LT); 76967-0031 (LT); 76967-0032 (LT); 76967-0034 (LT); 76967-0035 (LT); 76967-0036 (LT); 76967-0037 (LT); 76967-0038 (LT); 76967-0041 (LT); 76967-0042 (LT); 76967-0043 (LT); 76967-0045 (LT); 76967-0046 (LT); 76967-0047 (LT); 76967-0048 (LT); 76967-0053 (LT); 76967-0054 (LT); 76967-0057 (LT); 76967-0058 (LT); 76967-0059 (LT); 76967-0060 (LT); 76967-0062 (LT); 76967-0065 (LT); 76967-0066 (LT); 76967-0067 (LT); 76967-0073 (LT); 76967-0074 (LT); 76967-0076 (LT)

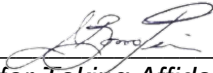
Registered Instrument Number	Date	Instrument Type	Amount	Parties	PINs
AT4448520	2017/01/04	Postponement		Aviva in favour of the City	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT); 76967-0021 (LT); 76967-0023 (LT); 76967-0024 (LT); 76967-0025 (LT); 76967-0026 (LT); 76967-0027 (LT); 76967-0028 (LT); 76967-0030 (LT); 76967-0031 (LT); 76967-0032 (LT); 76967-0034 (LT); 76967-0035 (LT); 76967-0036 (LT); 76967-0037 (LT); 76967-0038 (LT); 76967-0041 (LT); 76967-0042 (LT); 76967-0043 (LT); 76967-0045 (LT); 76967-0046 (LT); 76967-0047 (LT); 76967-0048 (LT); 76967-0053 (LT); 76967-0054 (LT); 76967-0057 (LT); 76967-0058 (LT); 76967-0059 (LT); 76967-0060 (LT); 76967-0062 (LT); 76967-0065 (LT); 76967-0066 (LT); 76967-0067 (LT); 76967-0073 (LT); 76967-0074 (LT); 76967-0076 (LT)
AT4608655	2017/06/27	Charge/Mortgage	\$35 million	DUCA Financial Services Credit Union (“ DUCA ”)	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT); 76967-0021 (LT); 76967-0023 (LT); 76967-0024 (LT); 76967-0025 (LT); 76967-0026 (LT); 76967-0027 (LT); 76967-0028 (LT); 76967-0030 (LT); 76967-0031 (LT); 76967-0032 (LT); 76967-0034 (LT); 76967-0035 (LT); 76967-0036 (LT); 76967-0037 (LT); 76967-0038 (LT); 76967-0041 (LT); 76967-0042 (LT); 76967-0043 (LT); 76967-0045 (LT); 76967-0046 (LT); 76967-0047 (LT); 76967-0048 (LT); 76967-0053 (LT); 76967-0054 (LT); 76967-0057 (LT); 76967-0058 (LT); 76967-0059 (LT); 76967-0060 (LT); 76967-0062 (LT); 76967-0065 (LT); 76967-0066 (LT); 76967-0067 (LT); 76967-0073 (LT); 76967-0074 (LT); 76967-0076 (LT)

Registered Instrument Number	Date	Instrument Type	Amount	Parties	PINs
AT4608656	2017/06/27	Notice – Assignment of Rents (General)		DUCA	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 8 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT); 76967-0021 (LT); 76967-0023 (LT); 76967-0024 (LT); 76967-0025 (LT); 76967-0026 (LT); 76967-0027 (LT); 76967-0028 (LT); 76967-0030 (LT); 76967-0031 (LT); 76967-0032 (LT); 76967-0034 (LT); 76967-0035 (LT); 76967-0036 (LT); 76967-0037 (LT); 76967-0038 (LT); 76967-0041 (LT); 76967-0042 (LT); 76967-0043 (LT); 76967-0045 (LT); 76967-0046 (LT); 76967-0047 (LT); 76967-0048 (LT); 76967-0053 (LT); 76967-0054 (LT); 76967-0057 (LT); 76967-0058 (LT); 76967-0059 (LT); 76967-0060 (LT); 76967-0062 (LT); 76967-0065 (LT); 76967-0066 (LT); 76967-0067 (LT); 76967-0073 (LT); 76967-0074 (LT); 76967-0076 (LT)
AT4608657	2017/06/27	Postponement		Constantine in favour of DUCA	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT); 76967-0021 (LT); 76967-0023 (LT); 76967-0024 (LT); 76967-0025 (LT); 76967-0026 (LT); 76967-0027 (LT); 76967-0028 (LT); 76967-0030 (LT); 76967-0031 (LT); 76967-0032 (LT); 76967-0034 (LT); 76967-0035 (LT); 76967-0036 (LT); 76967-0037 (LT); 76967-0038 (LT); 76967-0041 (LT); 76967-0042 (LT); 76967-0043 (LT); 76967-0045 (LT); 76967-0046 (LT); 76967-0047 (LT); 76967-0048 (LT); 76967-0053 (LT); 76967-0054 (LT); 76967-0057 (LT); 76967-0058 (LT); 76967-0059 (LT); 76967-0060 (LT); 76967-0062 (LT); 76967-0065 (LT); 76967-0066 (LT); 76967-0067 (LT); 76967-0073 (LT); 76967-0074 (LT); 76967-0076 (LT)

Registered Instrument Number	Date	Instrument Type	Amount	Parties	PINs
AT4608658	2017/06/27	Postponement		Aviva in favour of DUCA	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT); 76967-0021 (LT); 76967-0023 (LT); 76967-0024 (LT); 76967-0025 (LT); 76967-0026 (LT); 76967-0027 (LT); 76967-0028 (LT); 76967-0030 (LT); 76967-0031 (LT); 76967-0032 (LT); 76967-0034 (LT); 76967-0035 (LT); 76967-0036 (LT); 76967-0037 (LT); 76967-0038 (LT); 76967-0041 (LT); 76967-0042 (LT); 76967-0043 (LT); 76967-0045 (LT); 76967-0046 (LT); 76967-0047 (LT); 76967-0048 (LT); 76967-0053 (LT); 76967-0054 (LT); 76967-0057 (LT); 76967-0058 (LT); 76967-0059 (LT); 76967-0060 (LT); 76967-0062 (LT); 76967-0065 (LT); 76967-0066 (LT); 76967-0067 (LT); 76967-0073 (LT); 76967-0074 (LT); 76967-0076 (LT)
AT5646956	2021/02/10	Postponement		Aviva in favour of DUCA	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT); 76967-0021 (LT); 76967-0023 (LT); 76967-0024 (LT); 76967-0025 (LT); 76967-0026 (LT); 76967-0027 (LT); 76967-0028 (LT); 76967-0030 (LT); 76967-0031 (LT); 76967-0032 (LT); 76967-0034 (LT); 76967-0035 (LT); 76967-0036 (LT); 76967-0037 (LT); 76967-0038 (LT); 76967-0041 (LT); 76967-0042 (LT); 76967-0043 (LT); 76967-0045 (LT); 76967-0046 (LT); 76967-0047 (LT); 76967-0048 (LT); 76967-0053 (LT); 76967-0054 (LT); 76967-0057 (LT); 76967-0058 (LT); 76967-0059 (LT); 76967-0060 (LT); 76967-0062 (LT); 76967-0065 (LT); 76967-0066 (LT); 76967-0067 (LT); 76967-0073 (LT); 76967-0074 (LT); 76967-0076 (LT)

Registered Instrument Number	Date	Instrument Type	Amount	Parties	PINs
AT6429473	2023/09/28	Construction Lien	\$863,657.00	CEC Mechanical Ltd. ("CEC")	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT); 76967-0028 (LT);
AT6463361	2023/11/21	Certificate of Action		CEC	21196-0353 (LT); 76967-0001 (LT); 76967-0004 (LT); 76967-0008 (LT); 76967-0010 (LT); 76967-0011 (LT); 76967-0012 (LT); 76967-0017 (LT); 76967-0018 (LT); 76967-0019 (LT); 76967-0020 (LT);

This is Exhibit "U" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

LAND
REGISTRY
OFFICE #66

21196-0353 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:31:18

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PART LOT 1, PLAN 687E & PART BLOCK A, PLAN 411 PART 1, 66R32656; SUBJECT TO AN EASEMENT AS IN AT4864056; SUBJECT TO AN EASEMENT AS IN AT5237797; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 1 AND 2, PLAN 687-E DESIGNATED AS PART 1 ON PLAN 66R-31612 AS IN AT5927858; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER PART TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 BEING PART 3, 66R32656 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS ON LEVELS 1 & A AND UNITS 8, 9, 10, 12 & 13, LEVEL A TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; SUBJECT TO AN EASEMENT IN FAVOUR OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
DIVISION FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3764542	2014/12/11	TRANSFER	\$9,000,000	HAKIM OPTICAL LABORATORY LIMITED	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AT3921041	2015/06/19	TRANSFER	\$4,100,000	PAN, MING CHU	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
		REMARKS: SITE PLAN AGREEMENT					
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C	
		REMARKS: AT3921042 TO AT4448518					
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C	
		REMARKS: AT4349872 TO AT4448518					
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C	
AT4608656	2017/06/27	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C	
		REMARKS: AT4608655.					
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C	
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C	
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C	
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C	
AT5380642	2020/03/04	CERTIFICATE		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C	
		REMARKS: CERTIFICATE OF REQUIREMENT					
AT5576657	2020/11/20	APL ABSOLUTE TITLE		MIZRAHI (128 HAZELTON) INC.		C	
		REMARKS: AT5483733					
AT5646954	2021/02/10	NOTICE	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C	
		REMARKS: AT4608655					
AT5646956	2021/02/10	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C	
		REMARKS: AT4349872 TO AT5646954					
66R32192	2021/10/28	PLAN REFERENCE				C	
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C	
66R32656	2022/05/27	PLAN REFERENCE				C	
		REMARKS: STRATA					
AT6244711	2022/12/12	NOTICE	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C	
		REMARKS: AT4349872					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #66

21196-0353 (LT)

PREPARED FOR Wendy001
ON 2024/02/09 AT 10:31:18

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6429473	2023/09/28	CONSTRUCTION LIEN	\$863,657	CEC MECHANICAL LTD.		C
AT6463361	2023/11/21	CERTIFICATE		CEC MECHANICAL LTD.		C
		REMARKS: AT6429473				
AT6508164	2024/02/02	CONSTRUCTION LIEN	\$68,262	CLM GENERAL ENTERPRISES		C
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

LAND
REGISTRY
OFFICE #66

76967-0001 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:31:55

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	<i>REMARKS: AT6279084.</i>					
AT6429473	2023/09/28	CONSTRUCTION LIEN	\$863,657	CEC MECHANICAL LTD.		C
AT6463361	2023/11/21	CERTIFICATE		CEC MECHANICAL LTD.		C
	<i>REMARKS: AT6429473</i>					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	<i>REMARKS: AT4608655.</i>					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6429473	2023/09/28	CONSTRUCTION LIEN	\$863,657	CEC MECHANICAL LTD.		C
AT6463361	2023/11/21	CERTIFICATE		CEC MECHANICAL LTD.		C
	REMARKS: AT6429473					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #66

76967-0008 (LT)

PREPARED FOR Wendy001
ON 2024/02/09 AT 10:32:31

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	<i>REMARKS: AT6279084.</i>					
AT6429473	2023/09/28	CONSTRUCTION LIEN	\$863,657	CEC MECHANICAL LTD.		C
AT6463361	2023/11/21	CERTIFICATE		CEC MECHANICAL LTD.		C
	<i>REMARKS: AT6429473</i>					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	<i>REMARKS: AT4608655.</i>					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6429473	2023/09/28	CONSTRUCTION LIEN	\$863,657	CEC MECHANICAL LTD.		C
AT6463361	2023/11/21	CERTIFICATE		CEC MECHANICAL LTD.		C
	REMARKS: AT6429473					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

LAND
REGISTRY
OFFICE #66

76967-0011 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:33:08

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #66

76967-0011 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6429473	2023/09/28	CONSTRUCTION LIEN	\$863,657	CEC MECHANICAL LTD.		C
AT6463361	2023/11/21	CERTIFICATE		CEC MECHANICAL LTD.		C
	REMARKS: AT6429473					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PROPERTY DESCRIPTION: UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #66

76967-0012 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6429473	2023/09/28	CONSTRUCTION LIEN	\$863,657	CEC MECHANICAL LTD.		C
AT6463361	2023/11/21	CERTIFICATE		CEC MECHANICAL LTD.		C
	REMARKS: AT6429473					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology* (1975).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal is published by the American Psychological Association, which is the largest and most prestigious organization in the field of psychology.

Second, the journal is published quarterly, which allows for a high volume of research to be published.

Third, the journal is published in English, which is the most widely spoken language in the world.

Fourth, the journal is published in a format that is easy to read and understand, which makes it accessible to a wide range of researchers and practitioners.

Fifth, the journal is published in a format that is easy to search and retrieve, which makes it convenient for researchers to find the articles they need.

Sixth, the journal is published in a format that is easy to cite, which makes it convenient for researchers to cite the articles they use.

Seventh, the journal is published in a format that is easy to share, which makes it convenient for researchers to share their findings with their colleagues.

Eighth, the journal is published in a format that is easy to archive, which makes it convenient for researchers to archive their findings for future use.

Ninth, the journal is published in a format that is easy to access, which makes it convenient for researchers to access the articles they need.

Tenth, the journal is published in a format that is easy to use, which makes it convenient for researchers to use the articles they need.

Eleventh, the journal is published in a format that is easy to understand, which makes it convenient for researchers to understand the articles they need.

Twelfth, the journal is published in a format that is easy to remember, which makes it convenient for researchers to remember the articles they need.

Thirteenth, the journal is published in a format that is easy to find, which makes it convenient for researchers to find the articles they need.

Fourteenth, the journal is published in a format that is easy to use, which makes it convenient for researchers to use the articles they need.

Fifteenth, the journal is published in a format that is easy to understand, which makes it convenient for researchers to understand the articles they need.

Sixteenth, the journal is published in a format that is easy to remember, which makes it convenient for researchers to remember the articles they need.

Seventeenth, the journal is published in a format that is easy to find, which makes it convenient for researchers to find the articles they need.

Eighteenth, the journal is published in a format that is easy to use, which makes it convenient for researchers to use the articles they need.

Nineteenth, the journal is published in a format that is easy to understand, which makes it convenient for researchers to understand the articles they need.

Twentieth, the journal is published in a format that is easy to remember, which makes it convenient for researchers to remember the articles they need.

Twenty-first, the journal is published in a format that is easy to find, which makes it convenient for researchers to find the articles they need.

Twenty-second, the journal is published in a format that is easy to use, which makes it convenient for researchers to use the articles they need.

Twenty-third, the journal is published in a format that is easy to understand, which makes it convenient for researchers to understand the articles they need.

Twenty-fourth, the journal is published in a format that is easy to remember, which makes it convenient for researchers to remember the articles they need.

Twenty-fifth, the journal is published in a format that is easy to find, which makes it convenient for researchers to find the articles they need.

Twenty-sixth, the journal is published in a format that is easy to use, which makes it convenient for researchers to use the articles they need.

Twenty-seventh, the journal is published in a format that is easy to understand, which makes it convenient for researchers to understand the articles they need.

Twenty-eighth, the journal is published in a format that is easy to remember, which makes it convenient for researchers to remember the articles they need.

Twenty-ninth, the journal is published in a format that is easy to find, which makes it convenient for researchers to find the articles they need.

Thirtieth, the journal is published in a format that is easy to use, which makes it convenient for researchers to use the articles they need.

Thirty-first, the journal is published in a format that is easy to understand, which makes it convenient for researchers to understand the articles they need.

Thirty-second, the journal is published in a format that is easy to remember, which makes it convenient for researchers to remember the articles they need.

Thirty-third, the journal is published in a format that is easy to find, which makes it convenient for researchers to find the articles they need.

Thirty-fourth, the journal is published in a format that is easy to use, which makes it convenient for researchers to use the articles they need.

Thirty-fifth, the journal is published in a format that is easy to understand, which makes it convenient for researchers to understand the articles they need.

Thirty-sixth, the journal is published in a format that is easy to remember, which makes it convenient for researchers to remember the articles they need.

Thirty-seventh, the journal is published in a format that is easy to find, which makes it convenient for researchers to find the articles they need.

Thirty-eighth, the journal is published in a format that is easy to use, which makes it convenient for researchers to use the articles they need.

Thirty-ninth, the journal is published in a format that is easy to understand, which makes it convenient for researchers to understand the articles they need.

Fortieth, the journal is published in a format that is easy to remember, which makes it convenient for researchers to remember the articles they need.

PROPERTY DESCRIPTION: UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6429473	2023/09/28	CONSTRUCTION LIEN	\$863,657	CEC MECHANICAL LTD.		C
AT6463361	2023/11/21	CERTIFICATE		CEC MECHANICAL LTD.		C
	REMARKS: AT6429473					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #66

76967-0018 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6429473	2023/09/28	CONSTRUCTION LIEN	\$863,657	CEC MECHANICAL LTD.		C
AT6463361	2023/11/21	CERTIFICATE		CEC MECHANICAL LTD.		C
	REMARKS: AT6429473					
AT6505555	2024/01/31	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** OZZ ELECTRIC INC.		
AT6509281	2024/02/06	APL DEL CONST LIEN		*** COMPLETELY DELETED *** OZZ ELECTRIC INC.		
	REMARKS: AT6505555.					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PROPERTY DESCRIPTION: UNIT 2, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

LAND
REGISTRY
OFFICE #66

76967-0019 (LT)

PREPARED FOR Wendy001
ON 2024/02/09 AT 10:34:27

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6429473	2023/09/28	CONSTRUCTION LIEN	\$863,657	CEC MECHANICAL LTD.		C
AT6463361	2023/11/21	CERTIFICATE		CEC MECHANICAL LTD.		C
	REMARKS: AT6429473					
AT6505555	2024/01/31	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** OZZ ELECTRIC INC.		
AT6509281	2024/02/06	APL DEL CONST LIEN		*** COMPLETELY DELETED *** OZZ ELECTRIC INC.		
	REMARKS: AT6505555.					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

the *Journal of Applied Behavior Analysis* (JABA) and the *Journal of Experimental and Applied Behavior Analysis* (JEA).

The *Journal of Applied Behavior Analysis* (JABA) is a peer-reviewed journal that publishes research on the application of behavior analysis to various areas of human behavior. It is published by the Society for Applied Behavior Analysis (SABA). The journal covers a wide range of topics, including education, mental health, and social behavior.

The *Journal of Experimental and Applied Behavior Analysis* (JEA) is a peer-reviewed journal that publishes research on the experimental and applied aspects of behavior analysis. It is published by the Society for Applied Behavior Analysis (SABA). The journal covers a wide range of topics, including experimental design, data analysis, and the application of behavior analysis to various areas of human behavior.

Both journals are highly respected in the field of behavior analysis and are considered essential reading for researchers and practitioners. They provide a platform for the dissemination of new research findings and the advancement of the field.

The *Journal of Applied Behavior Analysis* (JABA) and the *Journal of Experimental and Applied Behavior Analysis* (JEA) are both published by the Society for Applied Behavior Analysis (SABA). The journal covers a wide range of topics, including education, mental health, and social behavior.

The *Journal of Experimental and Applied Behavior Analysis* (JEA) is a peer-reviewed journal that publishes research on the experimental and applied aspects of behavior analysis. It is published by the Society for Applied Behavior Analysis (SABA). The journal covers a wide range of topics, including experimental design, data analysis, and the application of behavior analysis to various areas of human behavior.

Both journals are highly respected in the field of behavior analysis and are considered essential reading for researchers and practitioners. They provide a platform for the dissemination of new research findings and the advancement of the field.

the *Journal of Applied Behavior Analysis* (JABA) and the *Journal of Experimental and Applied Behavior Analysis* (JEA).

The *Journal of Applied Behavior Analysis* (JABA) is a peer-reviewed journal that publishes research on the application of behavior analysis to various areas of human behavior. It is published by the Society for Applied Behavior Analysis (SABA). The journal covers a wide range of topics, including education, mental health, and social behavior.

The *Journal of Experimental and Applied Behavior Analysis* (JEA) is a peer-reviewed journal that publishes research on the experimental and applied aspects of behavior analysis. It is published by the Society for Applied Behavior Analysis (SABA). The journal covers a wide range of topics, including experimental design, data analysis, and the application of behavior analysis to various areas of human behavior.

Both journals are highly respected in the field of behavior analysis and are considered essential reading for researchers and practitioners. They provide a platform for the dissemination of new research findings and the advancement of the field.

The *Journal of Applied Behavior Analysis* (JABA) and the *Journal of Experimental and Applied Behavior Analysis* (JEA) are both published by the Society for Applied Behavior Analysis (SABA). The journal covers a wide range of topics, including education, mental health, and social behavior.

The *Journal of Experimental and Applied Behavior Analysis* (JEA) is a peer-reviewed journal that publishes research on the experimental and applied aspects of behavior analysis. It is published by the Society for Applied Behavior Analysis (SABA). The journal covers a wide range of topics, including experimental design, data analysis, and the application of behavior analysis to various areas of human behavior.

Both journals are highly respected in the field of behavior analysis and are considered essential reading for researchers and practitioners. They provide a platform for the dissemination of new research findings and the advancement of the field.

PROPERTY DESCRIPTION: UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #66

76967-0020 (LT)

PREPARED FOR Wendy001
ON 2024/02/09 AT 10:36:17

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6429473	2023/09/28	CONSTRUCTION LIEN	\$863,657	CEC MECHANICAL LTD.		C
AT6463361	2023/11/21	CERTIFICATE		CEC MECHANICAL LTD.		C
	REMARKS: AT6429473					
AT6505555	2024/01/31	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** OZZ ELECTRIC INC.		
AT6509281	2024/02/06	APL DEL CONST LIEN		*** COMPLETELY DELETED *** OZZ ELECTRIC INC.		
	REMARKS: AT6505555.					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 1, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 3, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

76967-0023 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

the 1990s, the number of people in the world who are illiterate has increased from 500 million to 700 million.

There are many reasons for this. One is that the population of the world is growing so fast that the number of children who are illiterate is increasing.

Another reason is that the quality of education is so poor that many children who go to school do not learn to read and write.

There are also many people who are illiterate because they do not have access to schools.

Finally, there are many people who are illiterate because they do not have the time or money to go to school.

It is a tragedy that so many people in the world are illiterate. We must find ways to help them learn to read and write.

One way to do this is to build more schools and hire more teachers.

Another way is to provide more books and materials for schools.

Finally, we can help people who do not have the time or money to go to school by providing them with other opportunities to learn.

It is our responsibility to help all people in the world learn to read and write.

Let us work together to make a difference in the lives of the world's illiterate people.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

Let us help them learn to read and write, and give them the chance to improve their lives.

PROPERTY DESCRIPTION: UNIT 4, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

LAND
REGISTRY
OFFICE #66

76967-0025 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:37:39

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 5, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology* (1975).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field.

First, the journal is published by the American Psychological Association, which is the largest and most prestigious organization in the field.

Second, the journal is published quarterly, which allows for a high volume of research to be published.

Third, the journal is published in English, which is the most widely spoken language in the world.

Fourth, the journal is published in a format that is easy to read and understand, which makes it accessible to a wide range of researchers.

Fifth, the journal is published in a format that is easy to search and access, which makes it convenient for researchers to find the articles they need.

Sixth, the journal is published in a format that is easy to cite, which makes it a popular choice for researchers who are writing papers.

Seventh, the journal is published in a format that is easy to archive, which makes it a valuable resource for researchers who are interested in the history of the field.

Eighth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Ninth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Tenth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Eleventh, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Twelfth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Thirteenth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Fourteenth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Fifteenth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Sixteenth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Seventeenth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Eighteenth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Nineteenth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Twentieth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Twenty-first, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Twenty-second, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Twenty-third, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Twenty-fourth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Twenty-fifth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Twenty-sixth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Twenty-seventh, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Twenty-eighth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Twenty-ninth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Thirtieth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Thirty-first, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Thirty-second, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Thirty-third, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Thirty-fourth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Thirty-fifth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Thirty-sixth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Thirty-seventh, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Thirty-eighth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

Thirty-ninth, the journal is published in a format that is easy to disseminate, which makes it a popular choice for researchers who are interested in sharing their work with the community.

PROPERTY DESCRIPTION: UNIT 6, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology: Applied* (1975).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal has a long history of publishing high-quality research in the field of behavior analysis. It was founded in 1968 and has since published over 1,000 articles.

Second, the journal has a wide range of topics, including basic research, applied research, and clinical research. This makes it a valuable resource for researchers in a variety of areas.

Third, the journal has a high impact factor, which is a measure of the journal's influence in the field. This is due to the high quality of the research published in the journal.

Finally, the journal has a large readership, both within the field of behavior analysis and in related fields. This is due to the journal's focus on applied research and its accessibility to a wide range of researchers.

Overall, the *Journal of Applied Behavior Analysis* is a leading journal in the field of behavior analysis. It is a valuable resource for researchers and practitioners alike.

The *Journal of Experimental Psychology: Applied* is another leading journal in the field of behavior analysis. It was founded in 1975 and has since published over 1,000 articles.

The journal has a wide range of topics, including basic research, applied research, and clinical research. This makes it a valuable resource for researchers in a variety of areas.

The journal has a high impact factor, which is a measure of the journal's influence in the field. This is due to the high quality of the research published in the journal.

Finally, the journal has a large readership, both within the field of behavior analysis and in related fields. This is due to the journal's focus on applied research and its accessibility to a wide range of researchers.

Overall, the *Journal of Experimental Psychology: Applied* is a leading journal in the field of behavior analysis. It is a valuable resource for researchers and practitioners alike.

The *Journal of Applied Behavior Analysis* and the *Journal of Experimental Psychology: Applied* are two of the most widely cited journals in the field of behavior analysis. They are both valuable resources for researchers and practitioners alike.

There are a number of reasons why these two journals are so widely cited. They both publish high-quality research in the field of behavior analysis.

They both have a wide range of topics, including basic research, applied research, and clinical research. This makes them valuable resources for researchers in a variety of areas.

They both have a high impact factor, which is a measure of the journal's influence in the field. This is due to the high quality of the research published in the journals.

Finally, they both have a large readership, both within the field of behavior analysis and in related fields. This is due to the journals' focus on applied research and their accessibility to a wide range of researchers.

Overall, the *Journal of Applied Behavior Analysis* and the *Journal of Experimental Psychology: Applied* are two of the most widely cited journals in the field of behavior analysis. They are both valuable resources for researchers and practitioners alike.

The *Journal of Applied Behavior Analysis* and the *Journal of Experimental Psychology: Applied* are two of the most widely cited journals in the field of behavior analysis. They are both valuable resources for researchers and practitioners alike.

There are a number of reasons why these two journals are so widely cited. They both publish high-quality research in the field of behavior analysis.

They both have a wide range of topics, including basic research, applied research, and clinical research. This makes them valuable resources for researchers in a variety of areas.

They both have a high impact factor, which is a measure of the journal's influence in the field. This is due to the high quality of the research published in the journals.

Finally, they both have a large readership, both within the field of behavior analysis and in related fields. This is due to the journals' focus on applied research and their accessibility to a wide range of researchers.

Overall, the *Journal of Applied Behavior Analysis* and the *Journal of Experimental Psychology: Applied* are two of the most widely cited journals in the field of behavior analysis. They are both valuable resources for researchers and practitioners alike.

The *Journal of Applied Behavior Analysis* and the *Journal of Experimental Psychology: Applied* are two of the most widely cited journals in the field of behavior analysis. They are both valuable resources for researchers and practitioners alike.

There are a number of reasons why these two journals are so widely cited. They both publish high-quality research in the field of behavior analysis.

They both have a wide range of topics, including basic research, applied research, and clinical research. This makes them valuable resources for researchers in a variety of areas.

They both have a high impact factor, which is a measure of the journal's influence in the field. This is due to the high quality of the research published in the journals.

Finally, they both have a large readership, both within the field of behavior analysis and in related fields. This is due to the journals' focus on applied research and their accessibility to a wide range of researchers.

Overall, the *Journal of Applied Behavior Analysis* and the *Journal of Experimental Psychology: Applied* are two of the most widely cited journals in the field of behavior analysis. They are both valuable resources for researchers and practitioners alike.

The *Journal of Applied Behavior Analysis* and the *Journal of Experimental Psychology: Applied* are two of the most widely cited journals in the field of behavior analysis. They are both valuable resources for researchers and practitioners alike.

There are a number of reasons why these two journals are so widely cited. They both publish high-quality research in the field of behavior analysis.

They both have a wide range of topics, including basic research, applied research, and clinical research. This makes them valuable resources for researchers in a variety of areas.

They both have a high impact factor, which is a measure of the journal's influence in the field. This is due to the high quality of the research published in the journals.

Finally, they both have a large readership, both within the field of behavior analysis and in related fields. This is due to the journals' focus on applied research and their accessibility to a wide range of researchers.

Overall, the *Journal of Applied Behavior Analysis* and the *Journal of Experimental Psychology: Applied* are two of the most widely cited journals in the field of behavior analysis. They are both valuable resources for researchers and practitioners alike.

The *Journal of Applied Behavior Analysis* and the *Journal of Experimental Psychology: Applied* are two of the most widely cited journals in the field of behavior analysis. They are both valuable resources for researchers and practitioners alike.

PROPERTY DESCRIPTION: UNIT 7, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN REMARKS: AT4608655.		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE REMARKS: CERTIFICATE OF REQUIREMENT		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE REMARKS: AT4608655	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT REMARKS: AT4349872 TO AT5646954		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE REMARKS: AT4349872	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 8, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER: FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY: CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN REMARKS: AT4608655.		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE REMARKS: CERTIFICATE OF REQUIREMENT		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE REMARKS: AT4608655	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT REMARKS: AT4349872 TO AT5646954		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE REMARKS: AT4349872	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

the 1990s, the number of people in the world who are illiterate has increased from 1.2 billion to 1.5 billion.

There are many reasons for this. One is that the population of the world is growing so fast that the number of people who are illiterate is increasing.

Another reason is that the quality of education is so poor that many people who are literate are unable to read and write.

There are also many people who are illiterate because they have never had the opportunity to go to school.

There are many people who are illiterate because they are too poor to afford to go to school.

There are many people who are illiterate because they are too busy to go to school.

There are many people who are illiterate because they are too ill to go to school.

There are many people who are illiterate because they are too old to go to school.

There are many people who are illiterate because they are too young to go to school.

There are many people who are illiterate because they are too far from school.

There are many people who are illiterate because they are too poor to afford to go to school.

There are many people who are illiterate because they are too busy to go to school.

There are many people who are illiterate because they are too ill to go to school.

There are many people who are illiterate because they are too old to go to school.

There are many people who are illiterate because they are too young to go to school.

There are many people who are illiterate because they are too far from school.

There are many people who are illiterate because they are too poor to afford to go to school.

There are many people who are illiterate because they are too busy to go to school.

There are many people who are illiterate because they are too ill to go to school.

There are many people who are illiterate because they are too old to go to school.

There are many people who are illiterate because they are too young to go to school.

There are many people who are illiterate because they are too far from school.

There are many people who are illiterate because they are too poor to afford to go to school.

There are many people who are illiterate because they are too busy to go to school.

There are many people who are illiterate because they are too ill to go to school.

There are many people who are illiterate because they are too old to go to school.

There are many people who are illiterate because they are too young to go to school.

There are many people who are illiterate because they are too far from school.

There are many people who are illiterate because they are too poor to afford to go to school.

There are many people who are illiterate because they are too busy to go to school.

There are many people who are illiterate because they are too ill to go to school.

There are many people who are illiterate because they are too old to go to school.

There are many people who are illiterate because they are too young to go to school.

There are many people who are illiterate because they are too far from school.

There are many people who are illiterate because they are too poor to afford to go to school.

There are many people who are illiterate because they are too busy to go to school.

There are many people who are illiterate because they are too ill to go to school.

There are many people who are illiterate because they are too old to go to school.

PROPERTY DESCRIPTION: UNIT 10, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #66

76967-0030 (LT)

PREPARED FOR Wendy001
ON 2024/02/09 AT 10:38:51

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

LAND
REGISTRY
OFFICE #66

76967-0031 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:39:07

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 11, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN REMARKS: AT4608655.		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE REMARKS: CERTIFICATE OF REQUIREMENT		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE REMARKS: AT4608655	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT REMARKS: AT4349872 TO AT5646954		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE REMARKS: AT4349872	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

LAND
REGISTRY
OFFICE #66

76967-0032 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:39:24

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 12, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN REMARKS: AT4608655.		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE REMARKS: CERTIFICATE OF REQUIREMENT		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE REMARKS: AT4608655	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT REMARKS: AT4349872 TO AT5646954		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE REMARKS: AT4349872	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology: Applied* (1995).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal has a long history of publishing high-quality research in the field of behavior analysis. The journal was founded in 1968 and has since published a wide range of research, including experimental, clinical, and applied research.

Second, the journal has a high impact factor, which is a measure of the journal's influence in the field. The journal's impact factor is consistently high, reflecting the high quality of the research published in the journal.

Third, the journal has a wide readership, both within the field of behavior analysis and in related fields. The journal is read by researchers, clinicians, and students alike, and is considered a must-read for anyone interested in behavior analysis.

Finally, the journal has a strong reputation for publishing research that is both scientifically rigorous and practically relevant. The journal's focus on applied research has made it a leading journal in the field of behavior analysis.

In conclusion, the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis for a number of reasons. Its long history, high impact factor, wide readership, and focus on applied research have all contributed to its success.

References

Journal of Applied Behavior Analysis (1974)

Journal of Experimental Psychology: Applied (1995)

Journal of Behavior Analysis and Modification (1977)

Journal of Experimental Psychology: Applied (1995)

Journal of Applied Behavior Analysis (1974)

Journal of Experimental Psychology: Applied (1995)

Journal of Behavior Analysis and Modification (1977)

Journal of Experimental Psychology: Applied (1995)

Journal of Applied Behavior Analysis (1974)

Journal of Experimental Psychology: Applied (1995)

Journal of Behavior Analysis and Modification (1977)

Journal of Experimental Psychology: Applied (1995)

Journal of Applied Behavior Analysis (1974)

Journal of Experimental Psychology: Applied (1995)

Journal of Behavior Analysis and Modification (1977)

Journal of Experimental Psychology: Applied (1995)

Journal of Applied Behavior Analysis (1974)

Journal of Experimental Psychology: Applied (1995)

Journal of Behavior Analysis and Modification (1977)

Journal of Experimental Psychology: Applied (1995)

Journal of Applied Behavior Analysis (1974)

Journal of Experimental Psychology: Applied (1995)

Journal of Behavior Analysis and Modification (1977)

Journal of Experimental Psychology: Applied (1995)

Journal of Applied Behavior Analysis (1974)

Journal of Experimental Psychology: Applied (1995)

Journal of Behavior Analysis and Modification (1977)

Journal of Experimental Psychology: Applied (1995)

Journal of Applied Behavior Analysis (1974)

Journal of Experimental Psychology: Applied (1995)

Journal of Behavior Analysis and Modification (1977)

Journal of Experimental Psychology: Applied (1995)

PROPERTY DESCRIPTION: UNIT 2, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 3, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

the *Journal of Applied Behavior Analysis* (JABA) and the *Journal of Experimental and Applied Behavior Analysis* (JEA).

The *Journal of Applied Behavior Analysis* (JABA) is a peer-reviewed journal that publishes research on the application of behavior analysis to various settings, including education, mental health, and social services. It is published by the Society for Applied Behavior Analysis (SABA).

The *Journal of Experimental and Applied Behavior Analysis* (JEA) is a peer-reviewed journal that publishes research on the experimental and applied aspects of behavior analysis. It is published by the Society for Applied Behavior Analysis (SABA).

Both journals are highly respected in the field of behavior analysis and provide a platform for researchers to share their findings and advance the science of behavior analysis.

The *Journal of Applied Behavior Analysis* (JABA) is a peer-reviewed journal that publishes research on the application of behavior analysis to various settings, including education, mental health, and social services. It is published by the Society for Applied Behavior Analysis (SABA).

The *Journal of Experimental and Applied Behavior Analysis* (JEA) is a peer-reviewed journal that publishes research on the experimental and applied aspects of behavior analysis. It is published by the Society for Applied Behavior Analysis (SABA).

Both journals are highly respected in the field of behavior analysis and provide a platform for researchers to share their findings and advance the science of behavior analysis.

the *Journal of Applied Behavior Analysis* (JABA) and the *Journal of Experimental and Applied Behavior Analysis* (JEA).

The *Journal of Applied Behavior Analysis* (JABA) is a peer-reviewed journal that publishes research on the application of behavior analysis to various settings, including education, mental health, and social services. It is published by the Society for Applied Behavior Analysis (SABA).

The *Journal of Experimental and Applied Behavior Analysis* (JEA) is a peer-reviewed journal that publishes research on the experimental and applied aspects of behavior analysis. It is published by the Society for Applied Behavior Analysis (SABA).

Both journals are highly respected in the field of behavior analysis and provide a platform for researchers to share their findings and advance the science of behavior analysis.

The *Journal of Applied Behavior Analysis* (JABA) is a peer-reviewed journal that publishes research on the application of behavior analysis to various settings, including education, mental health, and social services. It is published by the Society for Applied Behavior Analysis (SABA).

The *Journal of Experimental and Applied Behavior Analysis* (JEA) is a peer-reviewed journal that publishes research on the experimental and applied aspects of behavior analysis. It is published by the Society for Applied Behavior Analysis (SABA).

Both journals are highly respected in the field of behavior analysis and provide a platform for researchers to share their findings and advance the science of behavior analysis.

LAND
REGISTRY
OFFICE #66

76967-0036 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:40:15

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 4, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #66

76967-0036 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology* (1975).

There are two main reasons for the lack of attention to the literature on the effects of the environment on behavior. First, the field of environmental psychology is relatively new and has not yet established a strong theoretical foundation.

Second, the field of environmental psychology is interdisciplinary, drawing on concepts and methods from psychology, sociology, anthropology, and geography. This interdisciplinary nature has made it difficult to establish a clear identity and a strong theoretical foundation.

Despite these challenges, the field of environmental psychology has made significant contributions to our understanding of the relationship between the environment and behavior. This paper will explore some of the key findings and theoretical developments in the field.

The first major contribution of environmental psychology is the concept of the "environmental niche." This concept, developed by the psychologist Sigmund Freud, refers to the specific environmental conditions that are necessary for a particular behavior to occur.

Freud's concept of the environmental niche was based on his theory of psychoanalysis, which posited that behavior is determined by the interaction of internal and external factors. The environmental niche is the external environment that provides the necessary conditions for a particular behavior to occur.

Freud's concept of the environmental niche has been expanded upon by other researchers in the field of environmental psychology. For example, the psychologist Carl Rogers developed the concept of the "person-environment fit," which refers to the degree to which an individual's personality and needs are compatible with their environment.

Rogers' concept of person-environment fit has been used to explain a wide range of psychological phenomena, including the development of mental illness and the effectiveness of therapy. The concept of person-environment fit has also been used to design environments that promote well-being and health.

Another major contribution of environmental psychology is the concept of "environmental stress." This concept, developed by the psychologist Hans Selye, refers to the negative psychological and physiological effects of a stressful environment. Selye's concept of environmental stress has been used to explain a wide range of psychological and physiological phenomena, including the development of mental illness and the effectiveness of therapy.

Selye's concept of environmental stress has also been used to design environments that reduce stress and promote well-being. For example, the design of workplaces and schools can be modified to reduce stress and improve performance. The design of homes and neighborhoods can be modified to reduce stress and improve quality of life.

Finally, another major contribution of environmental psychology is the concept of "environmental quality." This concept, developed by the psychologist Richard White, refers to the degree to which an environment is pleasant, healthy, and supportive of human well-being. White's concept of environmental quality has been used to explain a wide range of psychological and physiological phenomena, including the development of mental illness and the effectiveness of therapy.

White's concept of environmental quality has also been used to design environments that promote well-being and health. For example, the design of workplaces and schools can be modified to improve environmental quality and improve performance. The design of homes and neighborhoods can be modified to improve environmental quality and improve quality of life.

In conclusion, the field of environmental psychology has made significant contributions to our understanding of the relationship between the environment and behavior. This paper has explored some of the key findings and theoretical developments in the field.

The field of environmental psychology is still in its early stages, and there is much more research to be done. However, the research that has been done to date has provided valuable insights into the relationship between the environment and behavior.

As we continue to explore the relationship between the environment and behavior, we will gain a better understanding of how to design environments that promote well-being and health. This research has the potential to make a significant impact on the lives of many people.

The field of environmental psychology is a rapidly growing field, and it is exciting to see the progress that has been made to date. We look forward to seeing the continued growth and development of this field in the years to come.

The field of environmental psychology is a multidisciplinary field, and it is important to continue to collaborate with other disciplines in order to advance our understanding of the relationship between the environment and behavior. We look forward to seeing the continued growth and development of this field in the years to come.

The field of environmental psychology is a rapidly growing field, and it is exciting to see the progress that has been made to date. We look forward to seeing the continued growth and development of this field in the years to come.

The field of environmental psychology is a rapidly growing field, and it is exciting to see the progress that has been made to date. We look forward to seeing the continued growth and development of this field in the years to come.

The field of environmental psychology is a rapidly growing field, and it is exciting to see the progress that has been made to date. We look forward to seeing the continued growth and development of this field in the years to come.

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology* (1975).

There are two main reasons for the lack of attention to the literature on the effects of the environment on behavior. First, the field of environmental psychology is relatively new and has not yet established a strong theoretical foundation.

Second, the field of environmental psychology is interdisciplinary, drawing on concepts and methods from psychology, sociology, anthropology, and geography. This interdisciplinary nature has made it difficult to establish a clear identity and a strong theoretical foundation.

Despite these challenges, the field of environmental psychology has made significant contributions to our understanding of the relationship between the environment and behavior. This paper will explore some of the key findings and theoretical developments in the field.

The first major contribution of environmental psychology is the concept of the "environmental niche." This concept, developed by the psychologist Sigmund Freud, refers to the specific environmental conditions that are necessary for a particular behavior to occur.

Freud's concept of the environmental niche was based on his theory of psychoanalysis, which posited that behavior is determined by the interaction of internal and external factors. The environmental niche is the external environment that provides the necessary conditions for a particular behavior to occur.

Freud's concept of the environmental niche has been expanded upon by other researchers in the field of environmental psychology. For example, the psychologist Carl Rogers developed the concept of the "person-environment fit," which refers to the degree to which an individual's personality and needs are compatible with their environment.

Rogers' concept of person-environment fit has been used to explain a wide range of psychological phenomena, including the development of mental illness and the effectiveness of therapy. The concept of person-environment fit has also been used to design environments that promote well-being and health.

Another major contribution of environmental psychology is the concept of "environmental stress." This concept, developed by the psychologist Hans Selye, refers to the negative psychological and physiological effects of a stressful environment. Selye's concept of environmental stress has been used to explain a wide range of psychological and physiological phenomena, including the development of mental illness and the effectiveness of therapy.

Selye's concept of environmental stress has also been used to design environments that reduce stress and promote well-being. For example, the design of workplaces and schools can be modified to reduce stress and improve performance. The design of homes and neighborhoods can be modified to reduce stress and improve quality of life.

Finally, another major contribution of environmental psychology is the concept of "environmental quality." This concept, developed by the psychologist Richard White, refers to the degree to which an environment is pleasant, healthy, and supportive of human well-being. White's concept of environmental quality has been used to explain a wide range of psychological and physiological phenomena, including the development of mental illness and the effectiveness of therapy.

White's concept of environmental quality has also been used to design environments that promote well-being and health. For example, the design of workplaces and schools can be modified to improve environmental quality and improve performance. The design of homes and neighborhoods can be modified to improve environmental quality and improve quality of life.

In conclusion, the field of environmental psychology has made significant contributions to our understanding of the relationship between the environment and behavior. This paper has explored some of the key findings and theoretical developments in the field.

The field of environmental psychology is still in its early stages, and there is much more research to be done. However, the research that has been done to date has provided valuable insights into the relationship between the environment and behavior.

As we continue to explore the relationship between the environment and behavior, we will gain a better understanding of how to design environments that promote well-being and health. This research has the potential to make a significant impact on the lives of many people.

The field of environmental psychology is a rapidly growing field, and it is exciting to see the progress that has been made to date. We look forward to seeing the continued growth and development of this field in the years to come.

The field of environmental psychology is a multidisciplinary field, and it is important to continue to collaborate with other disciplines in order to advance our understanding of the relationship between the environment and behavior. We look forward to seeing the continued growth and development of this field in the years to come.

The field of environmental psychology is a rapidly growing field, and it is exciting to see the progress that has been made to date. We look forward to seeing the continued growth and development of this field in the years to come.

The field of environmental psychology is a rapidly growing field, and it is exciting to see the progress that has been made to date. We look forward to seeing the continued growth and development of this field in the years to come.

The field of environmental psychology is a rapidly growing field, and it is exciting to see the progress that has been made to date. We look forward to seeing the continued growth and development of this field in the years to come.

LAND
REGISTRY
OFFICE #66

76967-0037 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:40:31

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 5, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN REMARKS: AT4608655.		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE REMARKS: CERTIFICATE OF REQUIREMENT		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE REMARKS: AT4608655	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT REMARKS: AT4349872 TO AT5646954		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE REMARKS: AT4349872	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental and Clinical Psychology* (1975).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal is published by the American Psychological Association, which is the largest and most prestigious organization in the field of psychology.

Second, the journal is published quarterly, which allows for a high volume of research to be published.

Third, the journal is published in English, which is the most widely spoken language in the world.

Fourth, the journal is published in a format that is easy to read and understand, which makes it accessible to a wide range of researchers and practitioners.

Fifth, the journal is published in a format that is easy to search and retrieve, which makes it convenient for researchers to find the articles they need.

Sixth, the journal is published in a format that is easy to cite, which makes it convenient for researchers to cite the articles they use.

Seventh, the journal is published in a format that is easy to share, which makes it convenient for researchers to share their findings with their colleagues.

Eighth, the journal is published in a format that is easy to archive, which makes it convenient for researchers to archive their findings for future use.

Ninth, the journal is published in a format that is easy to access, which makes it convenient for researchers to access the articles they need.

Tenth, the journal is published in a format that is easy to use, which makes it convenient for researchers to use the articles they need.

Eleventh, the journal is published in a format that is easy to understand, which makes it convenient for researchers to understand the articles they need.

Twelfth, the journal is published in a format that is easy to apply, which makes it convenient for researchers to apply the findings of the articles they need.

Thirteenth, the journal is published in a format that is easy to evaluate, which makes it convenient for researchers to evaluate the findings of the articles they need.

Fourteenth, the journal is published in a format that is easy to disseminate, which makes it convenient for researchers to disseminate their findings to their colleagues.

Fifteenth, the journal is published in a format that is easy to disseminate, which makes it convenient for researchers to disseminate their findings to their colleagues.

Sixteenth, the journal is published in a format that is easy to disseminate, which makes it convenient for researchers to disseminate their findings to their colleagues.

Seventeenth, the journal is published in a format that is easy to disseminate, which makes it convenient for researchers to disseminate their findings to their colleagues.

Eighteenth, the journal is published in a format that is easy to disseminate, which makes it convenient for researchers to disseminate their findings to their colleagues.

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal is published by the American Psychological Association, which is the largest and most prestigious organization in the field of psychology.

Second, the journal is published quarterly, which allows for a high volume of research to be published.

Third, the journal is published in English, which is the most widely spoken language in the world.

Fourth, the journal is published in a format that is easy to read and understand, which makes it accessible to a wide range of researchers and practitioners.

Fifth, the journal is published in a format that is easy to search and retrieve, which makes it convenient for researchers to find the articles they need.

Sixth, the journal is published in a format that is easy to cite, which makes it convenient for researchers to cite the articles they use.

Seventh, the journal is published in a format that is easy to share, which makes it convenient for researchers to share their findings with their colleagues.

Eighth, the journal is published in a format that is easy to archive, which makes it convenient for researchers to archive their findings for future use.

Ninth, the journal is published in a format that is easy to access, which makes it convenient for researchers to access the articles they need.

Tenth, the journal is published in a format that is easy to use, which makes it convenient for researchers to use the articles they need.

Eleventh, the journal is published in a format that is easy to understand, which makes it convenient for researchers to understand the articles they need.

Twelfth, the journal is published in a format that is easy to apply, which makes it convenient for researchers to apply the findings of the articles they need.

Thirteenth, the journal is published in a format that is easy to evaluate, which makes it convenient for researchers to evaluate the findings of the articles they need.

Fourteenth, the journal is published in a format that is easy to disseminate, which makes it convenient for researchers to disseminate their findings to their colleagues.

Fifteenth, the journal is published in a format that is easy to disseminate, which makes it convenient for researchers to disseminate their findings to their colleagues.

Sixteenth, the journal is published in a format that is easy to disseminate, which makes it convenient for researchers to disseminate their findings to their colleagues.

Seventeenth, the journal is published in a format that is easy to disseminate, which makes it convenient for researchers to disseminate their findings to their colleagues.

Eighteenth, the journal is published in a format that is easy to disseminate, which makes it convenient for researchers to disseminate their findings to their colleagues.

Nineteenth, the journal is published in a format that is easy to disseminate, which makes it convenient for researchers to disseminate their findings to their colleagues.

LAND
REGISTRY
OFFICE #66

76967-0038 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:40:49

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 6, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 9, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 10, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #66

76967-0042 (LT)

PREPARED FOR Wendy001
ON 2024/02/09 AT 10:41:27

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

LAND
REGISTRY
OFFICE #66

76967-0043 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:41:41

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 11, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #66

76967-0043 (LT)

PREPARED FOR Wendy001
ON 2024/02/09 AT 10:41:41

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN <i>REMARKS: AT6279084.</i>		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
AT6511388	2024/02/09	TRANSFER OF CHARGE <i>REMARKS: AT4608655.</i>		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

LAND
REGISTRY
OFFICE #66

76967-0045 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:41:59

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 13, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

LAND
REGISTRY
OFFICE #66

76967-0046 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:42:17

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 14, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 15, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 16, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 5, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN REMARKS: AT4608655.		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE REMARKS: CERTIFICATE OF REQUIREMENT		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE REMARKS: AT4608655	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT REMARKS: AT4349872 TO AT5646954		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE REMARKS: AT4349872	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

the 1990s, the number of people in the world who are poor has increased.

There are two reasons for this. First, the population of the world has increased. Second, the income of the world has not increased as fast as the population.

So, the number of people who are poor has increased. This is a tragedy. It is a tragedy because it is avoidable.

There are many things that we can do to help the poor. We can give them money. We can give them food. We can give them shelter.

We can give them education. We can give them health care. We can give them a chance to improve their lives.

But the most important thing we can do is to give them a chance to work. We can create jobs for them.

We can help them start businesses. We can help them become self-sufficient. We can help them become part of the global economy.

These are the things that we need to do. We need to help the poor become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

There are many things that we can do to help the poor. We can give them money. We can give them food. We can give them shelter.

We can give them education. We can give them health care. We can give them a chance to improve their lives.

But the most important thing we can do is to give them a chance to work. We can create jobs for them.

We can help them start businesses. We can help them become self-sufficient. We can help them become part of the global economy.

These are the things that we need to do. We need to help the poor become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

We need to help them become part of the global economy. We need to help them become self-sufficient.

PROPERTY DESCRIPTION: UNIT 6, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology: Applied* (1995).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal has a long history of publishing high-quality research in the field of behavior analysis. The journal was founded in 1968 and has since published a wide range of research, including basic research, applied research, and clinical research.

Second, the journal has a high impact factor, which is a measure of the journal's influence in the field. The journal's impact factor is consistently high, reflecting the high quality of the research published in the journal.

Third, the journal has a wide readership, both within the field of behavior analysis and in related fields. The journal is read by researchers, clinicians, and students alike, which contributes to its high citation rate.

Finally, the journal has a strong reputation for publishing research that is both scientifically rigorous and practically relevant. This combination of factors has led to the journal's status as the most widely cited journal in the field of behavior analysis.

Other journals in the field of behavior analysis, such as the *Journal of Experimental Psychology: Applied* and the *Journal of Behavior Therapy and Experimental Psychiatry*, also publish high-quality research, but they do not have the same level of citation as the *Journal of Applied Behavior Analysis*.

In conclusion, the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis due to its long history of publishing high-quality research, its high impact factor, its wide readership, and its strong reputation for publishing research that is both scientifically rigorous and practically relevant.

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology: Applied* (1995).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal has a long history of publishing high-quality research in the field of behavior analysis. The journal was founded in 1968 and has since published a wide range of research, including basic research, applied research, and clinical research.

Second, the journal has a high impact factor, which is a measure of the journal's influence in the field. The journal's impact factor is consistently high, reflecting the high quality of the research published in the journal.

Third, the journal has a wide readership, both within the field of behavior analysis and in related fields. The journal is read by researchers, clinicians, and students alike, which contributes to its high citation rate.

Finally, the journal has a strong reputation for publishing research that is both scientifically rigorous and practically relevant. This combination of factors has led to the journal's status as the most widely cited journal in the field of behavior analysis.

Other journals in the field of behavior analysis, such as the *Journal of Experimental Psychology: Applied* and the *Journal of Behavior Therapy and Experimental Psychiatry*, also publish high-quality research, but they do not have the same level of citation as the *Journal of Applied Behavior Analysis*.

In conclusion, the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis due to its long history of publishing high-quality research, its high impact factor, its wide readership, and its strong reputation for publishing research that is both scientifically rigorous and practically relevant.

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology: Applied* (1995).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal has a long history of publishing high-quality research in the field of behavior analysis. The journal was founded in 1968 and has since published a wide range of research, including basic research, applied research, and clinical research.

Second, the journal has a high impact factor, which is a measure of the journal's influence in the field. The journal's impact factor is consistently high, reflecting the high quality of the research published in the journal.

Third, the journal has a wide readership, both within the field of behavior analysis and in related fields. The journal is read by researchers, clinicians, and students alike, which contributes to its high citation rate.

Finally, the journal has a strong reputation for publishing research that is both scientifically rigorous and practically relevant. This combination of factors has led to the journal's status as the most widely cited journal in the field of behavior analysis.

Other journals in the field of behavior analysis, such as the *Journal of Experimental Psychology: Applied* and the *Journal of Behavior Therapy and Experimental Psychiatry*, also publish high-quality research, but they do not have the same level of citation as the *Journal of Applied Behavior Analysis*.

In conclusion, the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis due to its long history of publishing high-quality research, its high impact factor, its wide readership, and its strong reputation for publishing research that is both scientifically rigorous and practically relevant.

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology: Applied* (1995).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal has a long history of publishing high-quality research in the field of behavior analysis. The journal was founded in 1968 and has since published a wide range of research, including basic research, applied research, and clinical research.

Second, the journal has a high impact factor, which is a measure of the journal's influence in the field. The journal's impact factor is consistently high, reflecting the high quality of the research published in the journal.

Third, the journal has a wide readership, both within the field of behavior analysis and in related fields. The journal is read by researchers, clinicians, and students alike, which contributes to its high citation rate.

Finally, the journal has a strong reputation for publishing research that is both scientifically rigorous and practically relevant. This combination of factors has led to the journal's status as the most widely cited journal in the field of behavior analysis.

Other journals in the field of behavior analysis, such as the *Journal of Experimental Psychology: Applied* and the *Journal of Behavior Therapy and Experimental Psychiatry*, also publish high-quality research, but they do not have the same level of citation as the *Journal of Applied Behavior Analysis*.

In conclusion, the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis due to its long history of publishing high-quality research, its high impact factor, its wide readership, and its strong reputation for publishing research that is both scientifically rigorous and practically relevant.

PROPERTY DESCRIPTION: UNIT 9, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

LAND
REGISTRY
OFFICE #66

76967-0058 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:44:05

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 10, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 11, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN REMARKS: AT4608655.		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE REMARKS: CERTIFICATE OF REQUIREMENT		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE REMARKS: AT4608655	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT REMARKS: AT4349872 TO AT5646954		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE REMARKS: AT4349872	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 12, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology: Applied* (1995).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal has a long history of publishing high-quality research in the field of behavior analysis. It was founded in 1968 and has since published over 4,000 articles.

Second, the journal has a broad scope of coverage, including research in the areas of learning, motivation, and social behavior. This makes it a valuable resource for researchers in a wide range of fields.

Third, the journal has a high impact factor, which is a measure of the journal's influence in the field. This is due to the high quality of the research published in the journal.

Finally, the journal has a large readership, both within and outside of the field of behavior analysis. This is due to the journal's focus on practical applications of behavior analysis.

In conclusion, the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis due to its long history, broad scope, high impact factor, and large readership.

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology: Applied* (1995).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal has a long history of publishing high-quality research in the field of behavior analysis. It was founded in 1968 and has since published over 4,000 articles.

Second, the journal has a broad scope of coverage, including research in the areas of learning, motivation, and social behavior. This makes it a valuable resource for researchers in a wide range of fields.

Third, the journal has a high impact factor, which is a measure of the journal's influence in the field. This is due to the high quality of the research published in the journal.

Finally, the journal has a large readership, both within and outside of the field of behavior analysis. This is due to the journal's focus on practical applications of behavior analysis.

In conclusion, the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis due to its long history, broad scope, high impact factor, and large readership.

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology: Applied* (1995).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal has a long history of publishing high-quality research in the field of behavior analysis. It was founded in 1968 and has since published over 4,000 articles.

Second, the journal has a broad scope of coverage, including research in the areas of learning, motivation, and social behavior. This makes it a valuable resource for researchers in a wide range of fields.

Third, the journal has a high impact factor, which is a measure of the journal's influence in the field. This is due to the high quality of the research published in the journal.

Finally, the journal has a large readership, both within and outside of the field of behavior analysis. This is due to the journal's focus on practical applications of behavior analysis.

In conclusion, the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis due to its long history, broad scope, high impact factor, and large readership.

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology: Applied* (1995).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal has a long history of publishing high-quality research in the field of behavior analysis. It was founded in 1968 and has since published over 4,000 articles.

Second, the journal has a broad scope of coverage, including research in the areas of learning, motivation, and social behavior. This makes it a valuable resource for researchers in a wide range of fields.

Third, the journal has a high impact factor, which is a measure of the journal's influence in the field. This is due to the high quality of the research published in the journal.

Finally, the journal has a large readership, both within and outside of the field of behavior analysis. This is due to the journal's focus on practical applications of behavior analysis.

In conclusion, the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis due to its long history, broad scope, high impact factor, and large readership.

LAND
REGISTRY
OFFICE #66

76967-0062 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:44:58

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 14, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

LAND
REGISTRY
OFFICE #66

76967-0065 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:45:13

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 17, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT			CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
REMARKS: AT3921042.						
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921042 TO AT4349872						
AT4349874	2016/09/22	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
REMARKS: AT3921043 TO AT4349872						
AT4448518	2017/01/04	NOTICE	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
REMARKS: SITE PLAN AGREEMENT						
AT4448519	2017/01/04	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
REMARKS: AT3921042 TO AT4448518						
AT4448520	2017/01/04	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
REMARKS: AT4349872 TO AT4448518						
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

LAND
REGISTRY
OFFICE #66

76967-0066 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:45:29

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 18, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 19, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

PROPERTY DESCRIPTION: UNIT 25, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

LAND
REGISTRY
OFFICE #66

76967-0074 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:46:19

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 26, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #66

76967-0074 (LT)

PREPARED FOR Wendy001
ON 2024/02/09 AT 10:46:19

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
	REMARKS: AT6279084.					
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
	REMARKS: AT4608655.					
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology: Applied* (1975).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal has a long history of publishing high-quality research in the field of behavior analysis. It was founded in 1968 and has since published over 1,000 articles.

Second, the journal has a high impact factor, which is a measure of the journal's influence in the field. The impact factor for the *Journal of Applied Behavior Analysis* is consistently high, reflecting the journal's reputation for publishing cutting-edge research.

Third, the journal has a wide readership, both within the field of behavior analysis and in related fields such as psychology and education. This broad readership contributes to the journal's high citation rate.

Finally, the journal has a strong editorial board, which includes some of the most prominent researchers in the field. This ensures that the journal publishes only the highest quality research.

In conclusion, the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis due to its long history of publishing high-quality research, its high impact factor, its wide readership, and its strong editorial board.

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology: Applied* (1975).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis.

First, the journal has a long history of publishing high-quality research in the field of behavior analysis. It was founded in 1968 and has since published over 1,000 articles.

Second, the journal has a high impact factor, which is a measure of the journal's influence in the field. The impact factor for the *Journal of Applied Behavior Analysis* is consistently high, reflecting the journal's reputation for publishing cutting-edge research.

Third, the journal has a wide readership, both within the field of behavior analysis and in related fields such as psychology and education. This broad readership contributes to the journal's high citation rate.

Finally, the journal has a strong editorial board, which includes some of the most prominent researchers in the field. This ensures that the journal publishes only the highest quality research.

In conclusion, the *Journal of Applied Behavior Analysis* is the most widely cited journal in the field of behavior analysis due to its long history of publishing high-quality research, its high impact factor, its wide readership, and its strong editorial board.

LAND
REGISTRY
OFFICE #66

76967-0076 (LT)

PAGE 1 OF 3
PREPARED FOR Wendy001
ON 2024/02/09 AT 10:46:33

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 28, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER, THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS NOVEMBER 20, 2020.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 21196-0351

PIN CREATION DATE:
2023/02/16

OWNERS' NAMES
MIZRAHI (128 HAZELTON) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/02/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
CT782576	1986/04/24	AGREEMENT REMARKS: DEVELOPMENT			CITY OF TORONTO	C
AT3921042	2015/06/19	CHARGE	\$21,000,000	MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT3921043	2015/06/19	NO ASSGN RENT GEN REMARKS: AT3921042.		MIZRAHI (128 HAZELTON) INC.	CONSTANTINE ENTERPRISES INC.	C
AT4349872	2016/09/22	CHARGE	\$18,500,000	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349873	2016/09/22	POSTPONEMENT REMARKS: AT3921042 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4349874	2016/09/22	POSTPONEMENT REMARKS: AT3921043 TO AT4349872		CONSTANTINE ENTERPRISES INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT4448518	2017/01/04	NOTICE REMARKS: SITE PLAN AGREEMENT	\$2	CITY OF TORONTO	MIZRAHI (128 HAZELTON) INC.	C
AT4448519	2017/01/04	POSTPONEMENT REMARKS: AT3921042 TO AT4448518		CONSTANTINE ENTERPRISES INC.	CITY OF TORONTO	C
AT4448520	2017/01/04	POSTPONEMENT REMARKS: AT4349872 TO AT4448518		AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	C
AT4608655	2017/06/27	CHARGE	\$35,000,000	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4608656	2017/06/27	NO ASSGN RENT GEN <i>REMARKS: AT4608655.</i>		MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608657	2017/06/27	POSTPONEMENT		CONSTANTINE ENTERPRISES INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4608658	2017/06/27	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT4864056	2018/05/15	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ROGERS COMMUNICATIONS INC.	C
AT5237797	2019/09/16	TRANSFER EASEMENT	\$2	MIZRAHI (128 HAZELTON) INC.	ENBRIDGE GAS INC.	C
AT5380642	2020/03/04	CERTIFICATE <i>REMARKS: CERTIFICATE OF REQUIREMENT</i>		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS		C
AT5646954	2021/02/10	NOTICE <i>REMARKS: AT4608655</i>	\$2	MIZRAHI (128 HAZELTON) INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5646956	2021/02/10	POSTPONEMENT <i>REMARKS: AT4349872 TO AT5646954</i>		AVIVA INSURANCE COMPANY OF CANADA	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	C
AT5927857	2021/12/02	NOTICE	\$2	CITY OF TORONTO		C
AT6244711	2022/12/12	NOTICE <i>REMARKS: AT4349872</i>	\$2	MIZRAHI (128 HAZELTON) INC.	AVIVA INSURANCE COMPANY OF CANADA	C
AT6279084	2023/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** SPRING INTERIOR FINISHES LTD.		
TCP2967	2023/02/15	STANDARD CONDO PLN				C
AT6281433	2023/02/15	CONDO DECLARATION		MIZRAHI (128 HAZELTON) INC.		C
AT6296916	2023/03/16	NOTICE		MIZRAHI (128 HAZELTON) INC.		C
AT6296917	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296918	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296919	2023/03/16	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967		C
AT6296920	2023/03/16	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2967	MIZRAHI (128 HAZELTON) INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #66

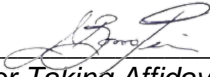
76967-0076 (LT)

PREPARED FOR Wendy001
ON 2024/02/09 AT 10:46:33

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6299160	2023/03/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SPRING INTERIOR FINISHES LTD.		
		REMARKS: AT6279084.				
AT6511388	2024/02/09	TRANSFER OF CHARGE		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	
		REMARKS: AT4608655.				
AT6511389	2024/02/09	NO ASSGN RENT GEN		DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CONSTANTINE ENTERPRISES INC.	

This is Exhibit "V" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

PRIORITY AGREEMENT

THIS AGREEMENT dated the 27th day of June, 2017.

B E T W E E N:

AVIVA INSURANCE COMPANY OF CANADA
(hereinafter called the "Surety")

- and -

DUCA FINANCIAL SERVICES CREDIT UNION LTD.
(hereinafter called the "Construction Lender")

WHEREAS:

1. Mizrahi (128 Hazelton) Inc. (hereinafter called the "Principal") has entered into a credit facility with the Construction Lender pursuant to which it has executed and delivered certain security to the Construction Lender, including without limitation a Charge/Mortgage of Land (the "Duca Charge") in the principal amount of \$35,000,000.00 and certain other security (all present and future security granted by the Principal in respect of the Project (as hereinafter defined) to the Construction Lender collectively referred to herein as the "Construction Lender Security").
2. The Duca Charge was registered in the Land Titles Division of the Toronto Registry Office (No. 66) (the "LRO") on the 27th day of June, 2017 as Instrument No. AT 4608655 against the lands described therein (the "Property").
3. The Principal has requested the Surety to provide a Bond to Tarion Warranty Corporation and/or deposit insurance policies in connection with the Principal's proposed development of a condominium project (the "Project") on the Property.
4. The Principal has entered into a deposit trust agreement dated as of the 28th day of July, 2015 as amended (the "DTA") with the Surety and Harris, Sheaffer LLP (the "Escrow Agent") in connection with deposit monies received from time to time from purchasers of units in the Project and accrued interest thereon (collectively the "Deposit Monies").
5. By a mortgage (the "Surety Mortgage") made between the Principal as mortgagor and the Surety as mortgagee which was registered on the 22nd day of September, 2016 in the LRO as Instrument No. AT4349872, the Principal did mortgage the Property to the Surety to secure payment of the sum of \$18,500,000.00 and interest as set out in the Surety Mortgage.
6. The Principal has granted to the Surety, pursuant to the provisions of the Surety Mortgage and the DTA, security interests in the Property and in certain of its personal property, including the Deposit Monies (all present and future security granted by the Principal to the Surety in respect of the Project, including such security pursuant to the Surety Mortgage and the DTA hereinafter referred to as the "Surety Security").
7. The parties hereto wish to record their agreement as to the priorities of the Construction Lender Security and the Surety Security.

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are acknowledged) the Surety and the Construction Lender agree as follows:

- (a) The Duca Charge and all amounts secured thereby (including all costs, charges, fees and expenses incurred by the Construction Lender, or any agent, receiver or receiver and manager appointed by the Construction Lender in connection therewith) but including principal advances made or to be made thereunder only to the extent of \$35,000,000.00 plus interest thereunder and secured thereby shall be an encumbrance upon the Property prior to the Surety Mortgage, and the Surety hereby postpones and subordinates all of its rights and interests under the Surety Mortgage to the Duca Charge, to all amounts secured thereby (including all costs, charges, fees and expenses incurred by the Construction Lender, or any agent, receiver or receiver and manager appointed by the Construction Lender, in connection therewith) and all principal advances made or to be made thereunder to the extent noted above and to all interest accruing thereunder and secured thereby. In order to give effect to this postponement and subordination, the Surety releases to the Construction Lender all of its rights and claims to priority with respect to the Surety Mortgage to the extent noted above.
- (b) Subject to the provisions of paragraph (a) above in respect of the Duca Charge and the Surety Mortgage, the Surety Security shall at all times be postponed to and rank subordinate to the Construction Lender Security, except in respect of the Deposit Monies, in respect of which the Surety Security shall have priority over the Construction Lender Security for only so long as, and to the extent that, such Deposit Monies shall remain in trust pursuant to the provisions of the DTA.

- (c) The above postponements and subordinations shall apply notwithstanding the respective dates of execution and registration of any of the Construction Lender Security or the Surety Security, the date of attachment or perfection of any security interest granted thereby, the date of any advance, the date of any default, or any other matter. Each of the parties hereto agrees that it shall not claim against the other the benefit of any charge, mortgage, security interest, trust or other claim which would affect the priorities set out herein.
- (d) The Surety hereby confirms that notwithstanding any provision to the contrary in any of the Surety Security, the security provided by the Surety Security over the Property and other assets of the Principal in any way related to the Project (including without limitation, the Deposit Monies) shall not secure any indebtedness, liability or obligation of the Principal except in respect of the Project, while any amounts under the Construction Lender Security remain unpaid.
- (e) The Surety and the Construction Lender consent to the granting of the security by the Principal referred to herein, and shall at all times and from time to time execute and deliver to the other all such further documents, agreements or other assurances as may be necessary to give effect to this agreement and to carry out the intent hereof.
- (f) Nothing herein shall affect the rights of the Surety and the Construction Lender respectively against the Principal. The provisions of this agreement shall enure to the benefit of and be binding upon the Construction Lender and the Surety and their respective successors and assigns, and shall be interpreted and construed according to the laws of the Province of Ontario.
- (g) The Surety hereby covenants, agrees and undertakes to and with the Construction Lender to:
 - (i) execute and deliver any usual documentation required in connection with the development and registration of the Project as a Condominium; and
 - (ii) execute and deliver without payment therefore partial discharges of units comprising the Surety Security in respect of condominium units (and their appurtenant common interests) which have been sold in order to complete the sale of same.
- (h) This Priority Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together shall constitute one and the same instrument.
- (i) This Priority Agreement may be executed and transmitted by facsimile and/or email and shall in such event be effective and binding on the undersigned and their successors and assigns as if originally executed and delivered.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the date first above written.

AVIVA INSURANCE COMPANY OF CANADA

Per: 
Name: Brian Argue
Title: Authorized Signing Officer

Per: _____
Name: _____
Title: _____
I/We have authority to bind the Corporation

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____
I/We have authority to bind the Corporation.

- (c) The above postponements and subordinations shall apply notwithstanding the respective dates of execution and registration of any of the Construction Lender Security or the Surety Security, the date of attachment or perfection of any security interest granted thereby, the date of any advance, the date of any default, or any other matter. Each of the parties hereto agrees that it shall not claim against the other the benefit of any charge, mortgage, security interest, trust or other claim which would affect the priorities set out herein.
- (d) The Surety hereby confirms that notwithstanding any provision to the contrary in any of the Surety Security, the security provided by the Surety Security over the Property and other assets of the Principal in any way related to the Project (including without limitation, the Deposit Monies) shall not secure any indebtedness, liability or obligation of the Principal except in respect of the Project, while any amounts under the Construction Lender Security remain unpaid.
- (e) The Surety and the Construction Lender consent to the granting of the security by the Principal referred to herein, and shall at all times and from time to time execute and deliver to the other all such further documents, agreements or other assurances as may be necessary to give effect to this agreement and to carry out the intent hereof.
- (f) Nothing herein shall affect the rights of the Surety and the Construction Lender respectively against the Principal. The provisions of this agreement shall enure to the benefit of and be binding upon the Construction Lender and the Surety and their respective successors and assigns, and shall be interpreted and construed according to the laws of the Province of Ontario.
- (g) The Surety hereby covenants, agrees and undertakes to and with the Construction Lender to:
 - (i) execute and deliver any usual documentation required in connection with the development and registration of the Project as a Condominium; and
 - (ii) execute and deliver without payment therefore partial discharges of units comprising the Surety Security in respect of condominium units (and their appurtenant common interests) which have been sold in order to complete the sale of same.
- (h) This Priority Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together shall constitute one and the same instrument.
- (i) This Priority Agreement may be executed and transmitted by facsimile and/or email and shall in such event be effective and binding on the undersigned and their successors and assigns as if originally executed and delivered.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the date first above written.

AVIVA INSURANCE COMPANY OF CANADA

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the Corporation

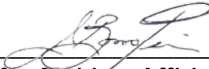
DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Per: _____
Name:
Title:

Francis Sajed
Chief Lending Officer

Per: _____
Name: SUE DI GIRONIMO
Title: AVP, CREDIT ADMINISTRATION
I/We have authority to bind the Corporation.

This is Exhibit "W" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

SUBORDINATION, ASSIGNMENT, POSTPONEMENT AND STANDSTILL AGREEMENT**TO: Duca Financial Services Credit Union Ltd. ("Duca")****RE: Duca loan to Mizrahi (128 Hazelton) Inc. (the "Corporation")****DATED this 22nd day of June, 2017.**

WHEREAS the undersigned has been or may be granted security interests, claims, charges, liens or other encumbrances by the Corporation and has registered or may register such security interests, claims, charges, liens or other encumbrances against the Corporation, including, without limitation, under the *Personal Property Security Act* (Ontario) or other applicable personal property security legislation, or under the *Land Titles Act* (Ontario) or *Registry Act* (Ontario) or other applicable land registry legislation (the "Security");

AND WHEREAS Duca requires a security position in priority to the undersigned against all of the Corporation's present and after-acquired property, assets and undertakings as a condition to extending credit to the Corporation;

AND WHEREAS Duca has been or may be granted security interests, claims, charges, liens and other encumbrances by the Corporation and has registered or may register such security interest, claims, charges, liens and other encumbrances against the Corporation, including, without limitation, under the *Personal Property Security Act* (Ontario) or other applicable real or personal property security legislation (the "Duca Security");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, the undersigned hereby consents to the Duca Security granted by the Corporation to and in favour of Duca and acknowledges, covenants and agrees to and in favour of Duca: (a) that notwithstanding any priority provided by any principle of law, equity or statute or the relative order of execution, delivery, creation, grant, registration, advance, attachment, possession, perfection or non-perfection, default, demand, notice, crystallization, enforceability or enforcement of the Duca Security or the Security, or any other matter or thing whatsoever, the Security of the undersigned in and to any and all of the present and after-acquired property, assets and undertakings of the Corporation, and any and all proceeds therefrom, and any and all insurance claims and proceeds in connection therewith, which the undersigned may now have or hereinafter obtain and be perfected by any existing registrations under the *Personal Property Security Act* (Ontario) or another personal property security legislation, or under the *Land Titles Act* (Ontario) or *Registry Act* (Ontario) or other applicable land registry legislation, or any subsequent registrations, shall be fully and unconditionally subordinated to the Duca Security in favour of Duca; (b) to give written notice to Duca of any default of the Corporation regarding any indebtedness, liability or obligation of the Corporation to the undersigned; (c) that it shall not, without Duca's prior written consent, which consent may be unreasonably withheld, take any steps whatsoever to enforce the Security (including, without limitation, asserting any rights of set-off or claims against any of the property assets or undertakings of the Corporation, making any demand, accelerating any of the obligations, commencing any bankruptcy proceedings, foreclosure, sale, power or sale, taking of possession, giving in payment, appointing or making application to a court for an order appointing an agent or a receiver of receiver-manager over all or any part of the property, assets or undertakings of the Corporation or by any other means of enforcement thereof), unless and until the obligations of the Corporation to Duca have been indefeasibly paid and performed in full to the absolute and sole satisfaction of Duca; (d) to do all things and execute all documents which may be reasonably requested

by Duca to give effect to this Subordination, Assignment, Postponement and Standstill Agreement; (e) that, except for payment in the amount of \$250,000 per year in respect of fees paid to the undersigned, all present and future indebtedness and liability of the Corporation to the undersigned is hereby assigned by the undersigned to Duca and postponed to all obligations of the Corporation to Duca and any and all moneys received by the undersigned in respect thereof will be received in trust for and forthwith paid over to Duca; and (f) that it shall not take any steps whatsoever whereby the priority or rights of Duca as established hereunder shall or might be delayed, defeated, impaired or diminished. Without limiting the generality of the foregoing, the undersigned shall not and shall not cause any other person to challenge, object to, compete with or impede in any manner any act taken or proceeding commenced by Duca in connection with the enforcement by Duca of the Duca Security or realization of any of the Corporation's personal property, assets, undertaking and collateral.

This Subordination, Assignment, Postponement and Standstill Agreement shall enure to the benefit of and be binding upon the parties hereto and Duca and their respective successors and assigns.

The undersigned hereby authorizes Chaitons LLP to register the necessary financing statement to record the subordination created herein.

It is specifically acknowledged and agreed that this Subordination, Assignment, Postponement and Standstill Agreement may be executed in several counterparts, each of which shall be deemed to be an original and that such separate counterparts shall together constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

DATED as of the date first written above.

CONSTANTINE ENTERPRISES INC.


Per: 
Name: Robert Hiscox
Title: President

I have authority to bind the Corporation.

THE UNDERSIGNED HEREBY ACKNOWLEDGES receipt of a copy of the foregoing Subordination, Assignment, Postponement and Standstill Agreement, accepts all of the terms and conditions contained therein and further agrees with Duca to give effect to all of the provisions thereof. The undersigned further acknowledges that nothing contained in this agreement shall confer any rights or benefits on the Corporation.

DATED as of the date first written above.

MIZRAHI (128 HAZELTON) INC.

Per: 
Name: Sam Mizrahi
Title: President

I have authority to bind the corporation.

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

yyyy mm dd Page 1 of 2

Properties

PIN 21196 - 0059 LT

Description LT 1-2 PL 687E TORONTO; CITY OF TORONTO

Address 128 HAZELTON AVE
TORONTO

PIN 21196 - 0060 LT

Description PT BLK A PL 411 TORONTO AS IN CT976610; CITY OF TORONTO

Address 126 HAZELTON AVENUE
TORONTO**Source Instruments**

Registration No.	Date	Type of Instrument
AT3921042	2015 06 19	Charge/Mortgage

Party From(s)

Name CONSTANTINE ENTERPRISES INC.

Address for Service 333 Bloor Street East
10th Floor
Toronto, Ontario
M4W 1G9

I, Robert Hiscox, President, have the authority to bind the corporation.

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

Party To(s)

Capacity

Share

Name DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Address for Service 5290 Yonge Street
Toronto, Ontario
M2N 5P9**Statements**

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number AT4608655 registered on 2017/06/27

This document relates to registration number(s)AT3921042 being a charge/mortgage of land and registration number AT3921043 being a notice of general assignment of rents.

Signed ByDenise Borzi 5000 Yonge Street, 10th Floor acting for Signed 2017 06 27
Toronto Party From(s)
M2N 7E9

Tel 416-222-8888

Fax 416-218-1860

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

Submitted ByCHAITONS LLP 5000 Yonge Street, 10th Floor 2017 06 27
Toronto
M2N 7E9

Tel 416-222-8888

Fax 416-218-1860

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

yyyy mm dd Page 2 of 2

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$63.35
-----------------------------------	---------

<i>Total Paid</i>	\$63.35
-------------------	---------

Properties

PIN 21196 – 0059 LT
Description LT 1-2 PL 687E TORONTO; CITY OF TORONTO
Address 128 HAZELTON AVE
 TORONTO

PIN 21196 – 0060 LT
Description PT BLK A PL 411 TORONTO AS IN CT976610; CITY OF TORONTO
Address 126 HAZELTON AVENUE
 TORONTO

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
AT3921043	2015 06 19	Notice Of Assignment Of Rents-General

Party From(s)

Name CONSTANTINE ENTERPRISES INC.
Address for Service 10th Floor
 333 Bloor Street East
 Toronto, ON M4W 1G9

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

Party To(s)*Capacity**Share*

Name AVIVA INSURANCE COMPANY OF CANADA
Address for Service c/o Westmount Guarantee Services Inc.
 Suite 205
 600 Cochrane Drive
 Markham, ON L3R 5K3

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number AT4349872 registered on 2016/09/22

This document relates to registration no.(s)AT3921043

Signed By

Loraine Audrey Teeter	610-4100 Yonge St. Toronto M2P 2B5	acting for Party From(s)	Signed	2016 09 22
-----------------------	--	-----------------------------	--------	------------

Tel 416-250-5800

Fax 416-250-5300

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

Submitted By

HARRIS, SHEAFFER LLP	610-4100 Yonge St. Toronto M2P 2B5	2016 09 22
----------------------	--	------------

Tel 416-250-5800

Fax 416-250-5300

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$62.85
<i>Total Paid</i>	\$62.85

File Number

Party To Client File Number : 150836

the 1990s, the number of people in the world who are poor has increased, and the number of people who are extremely poor has also increased.

There are a number of reasons for this. One is that the world population has increased, and the number of people who are poor has increased. Another reason is that the world economy has not grown as fast as it should have, and the number of people who are poor has increased. A third reason is that the world economy has grown, but the benefits of that growth have not been shared equally, and the number of people who are poor has increased.

There are a number of things that we can do to help reduce the number of people who are poor. One is to help the world economy grow faster. Another is to help the benefits of that growth be shared more equally. A third is to help the world population grow more slowly.

There are a number of things that we can do to help the world economy grow faster. One is to help the world trade more. Another is to help the world invest more. A third is to help the world save more.

There are a number of things that we can do to help the benefits of that growth be shared more equally. One is to help the world reduce the gap between the rich and the poor. Another is to help the world reduce the gap between the developed and the developing countries. A third is to help the world reduce the gap between the urban and the rural areas.

There are a number of things that we can do to help the world population grow more slowly. One is to help the world reduce the birth rate. Another is to help the world increase the death rate. A third is to help the world increase the life expectancy.

There are a number of things that we can do to help the world economy grow faster, the benefits of that growth be shared more equally, and the world population grow more slowly.

There are a number of things that we can do to help the world economy grow faster, the benefits of that growth be shared more equally, and the world population grow more slowly. One is to help the world trade more. Another is to help the world invest more. A third is to help the world save more.

There are a number of things that we can do to help the benefits of that growth be shared more equally, and the world population grow more slowly. One is to help the world reduce the gap between the rich and the poor. Another is to help the world reduce the gap between the developed and the developing countries. A third is to help the world reduce the gap between the urban and the rural areas.

There are a number of things that we can do to help the world population grow more slowly. One is to help the world reduce the birth rate. Another is to help the world increase the death rate. A third is to help the world increase the life expectancy.

There are a number of things that we can do to help the world economy grow faster, the benefits of that growth be shared more equally, and the world population grow more slowly. One is to help the world trade more. Another is to help the world invest more. A third is to help the world save more.

There are a number of things that we can do to help the world economy grow faster, the benefits of that growth be shared more equally, and the world population grow more slowly. One is to help the world trade more. Another is to help the world invest more. A third is to help the world save more.

Properties

PIN 21196 - 0059 LT
 Description LT 1-2 PL 687E TORONTO; CITY OF TORONTO
 Address 128 HAZELTON AVE
 TORONTO

PIN 21196 - 0060 LT
 Description PT BLK A PL 411 TORONTO AS IN CT976610; CITY OF TORONTO
 Address 126 HAZELTON AVENUE
 TORONTO

Source Instruments

Registration No.	Date	Type of Instrument
AT3921042	2015 06 19	Charge/Mortgage

Party From(s)

Name CONSTANTINE ENTERPRISES INC.
 Address for Service 333 Bloor Street East
 10th Floor
 Toronto, Ontario
 M4W 1G9

I, Robert Hiscox (C.E.O.), have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Party To(s)

Capacity

Share

Name CITY OF TORONTO
 Address for Service City Solicitor
 City of Toronto Legal Services
 55 John Street
 26th Floor, Metro Hall
 Toronto, ontario M5V 3C6
 Attention: Sarah O'Connor

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number AT4448518 registered on 2017/01/04

Schedule: Constantine Enterprises Inc., also postpones the rights under the Assignment of Rents AT3921043 to the Section 37 Agreement.

This document relates to registration no.(s)Charge No. AT3921042 and Notice of General Assignment of Rents No. AT3921043

Signed By

Melissa McKenzie 610-4100 Yonge St. acting for Signed 2017 01 04
 Toronto Party From(s)
 M2P 2B5

Tel 416-250-5800

Fax 416-250-5300

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

Submitted By

HARRIS, SHEAFFER LLP 610-4100 Yonge St. 2017 01 04
 Toronto
 M2P 2B5

Tel 416-250-5800

Fax 416-250-5300

Fees/Taxes/Payment

Statutory Registration Fee \$63.35

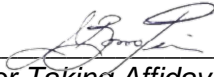
Fees/Taxes/Payment

Total Paid \$63.35

File Number

Party From Client File Number : 150771

This is Exhibit "X" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

Summary of PPSA Searches

Currency Date: February 6, 2024

1. MIZRAHI (128 HAZELTON) INC.

PPSA Reference File No. / Registration No.		
708464331 20150728 1537 1590 0594 20170627 0940 9234 1195 20180424 1353 1590 8407	Expiry Date:	July 28, 2025
	Debtor:	MIZRAHI (128 HAZELTON) INC. 125 HAZELTON AVENUE TORONTO ON M5R 2E4
	Secured Party:	AVIVA INSURANCE COMPANY OF CANADA C/O SUITE 205, 600 COCHRANE DRIVE MARKHAM ON L3R 5K3
	Collateral Classifications:	Accounts, Other
	General Collateral Description:	NONE
	NOTE: Registration 20170627 0940 9234 1195 relates to an amendment relating to a priority agreement. AVIVA INSURANCE COMPANY OF CANADA HAS ENTERED INTO A PRIORITY AGREEMENT WITH DUCA FINANCIAL SERVICES CREDIT UNION LTD. WITH RESPECT TO THEIR RESPECTIVE SECURITY INTERESTS IN THE ASSETS OF THE DEBTOR.	
725289597 20170303 1019 1590 8904 20210122 1047 1590 2148 20220217 1449 1530 2864 20240202 1144 9234 2242	Expiry Date:	March 3, 2028
	Debtor:	MIZRAHI (128 HAZELTON) INC. 126 HAZELTON AVENUE TORONTO ON M5R 2E5
	Secured Party:	CONSTANTINE ENTERPRISES INC. 128 HAZELTON AVE., SUITE 201 TORONTO ON M5R 2E5
	Collateral Classifications:	Inventory, Equipment, Accounts, Other, MV
	General Collateral Description:	NONE
725289633 20170303 1022 1590 8907 20210122 1047 1590 2149 20220217 1449 1530 2863 20240202 1144 9234 2241	Expiry Date:	March 3, 2028
	Debtor:	MIZRAHI (128 HAZELTON) INC. 126 HAZELTON AVENUE TORONTO ON M5R 2E5
	Secured Party:	CONSTANTINE ENTERPRISES INC. 128 HAZELTON AVE., SUITE 201 TORONTO ON M5R 2E5
	Collateral Classifications:	Accounts, Other

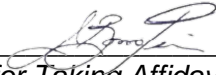
PPSA Reference File No. / Registration No.		
	General Collateral Description:	NONE
768305286	Expiry Date:	December 4, 2027
20201204 1251 9234 4613	Debtor:	MIZRAHI (128 HAZELTON) INC. 189 FOREST HILL ROAD TORONTO ON M5P 2N3
	Secured Party:	CONSTANTINE ENTERPRISES INC. 333 BLOOR STREET EAST, 10TH FLOOR TORONTO ON M4W 1G9
	Collateral Classifications:	Inventory, Equipment, Accounts, Other, MV
	General Collateral Description:	PURSUANT TO THE PERSONAL PROPERTY SECURITY ACT, RSO 1990, C P.10, SECTION 52(2), THIS REGISTRATION IS A RE-REGISTRATION OF OF REFERENCE FILE NO. 706988277 (REGISTRATION NO. 20150610 1540 1590 7445) WHICH HAS LAPSED IN ERROR.

2. **MIZRAHI 128 HAZELTON RETAIL INC.**

PPSA Reference File No. / Registration No.		
750637854	Expiry Date:	April 29, 2024
20190429 1803 1590 5301 20201110 1518 9234 4159 20201110 1519 9234 4160	Debtor:	MIZRAHI 128 HAZELTON RETAIL INC. 189 FOREST HILL ROAD TORONTO ON M5P 2N3
	Secured Party:	MIZRAHI CONSTANTINE (180 SAW) LP 333 BLOOR STREET EAST, 10TH FLOOR TORONTO ON M4W 1G9
	Collateral Classifications:	Accounts, Other
	General Collateral Description:	ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO, UNDER AND IN RESPECT OF AN AGREEMENT OF PURCHASE AND SALE DATED NOVEMBER 29, 2016 BETWEEN MIZRAHI INC., AS PURCHASER AND MIZRAHI (128 HAZELTON) INC. AS VENDOR, AS ASSIGNED BY MIZRAHI INC. TO THE DEBTOR PURSUANT TO AN ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT DATED ON OR ABOUT THE DATE HEREOF BETWEEN MIZRAHI INC. AND THE DEBTOR (AS EACH AGREEMENT MAY BE AMENDED, RESTATED OR OTHERWISE

PPSA Reference File No. / Registration No.		
		MODIFIED FROM TIME TO TIME) PURSUANT TO WHICH THE DEBTOR HAS A RIGHT TO PURCHASE A UNIT IN THE CONDOMINIUM LOCATED ON THOSE LANDS MUNICIPALLY KNOWN AS 128 HAZELTON AVENUE, TORONTO, ONTARIO.
750637881	Expiry Date:	April 29, 2024
20190429 1805 1590 5302 20201110 1514 9234 4157 20201110 1516 9234 4158	Debtor:	MIZRAHI 128 HAZELTON RETAIL INC. 189 FOREST HILL ROAD TORONTO ON M5P 2N3
	Secured Party:	CONSTANTINE ENTERPRISES INC. 333 BLOOR STREET EAST, 10TH FLOOR TORONTO ON M4W 1G9
	Collateral Classifications:	Accounts, Other
	General Collateral Description:	ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO, UNDER AND IN RESPECT OF AN AGREEMENT OF PURCHASE AND SALE DATED NOVEMBER 29, 2016 BETWEEN MIZRAHI INC., AS PURCHASER AND MIZRAHI (128 HAZELTON) INC. AS VENDOR, AS ASSIGNED BY MIZRAHI INC. TO THE DEBTOR PURSUANT TO AN ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT DATED ON OR ABOUT THE DATE HEREOF BETWEEN MIZRAHI INC. AND THE DEBTOR (AS EACH AGREEMENT MAY BE AMENDED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME) PURSUANT TO WHICH THE DEBTOR HAS A RIGHT TO PURCHASE A UNIT IN THE CONDOMINIUM LOCATED ON THOSE LANDS MUNICIPALLY KNOWN AS 128 HAZELTON AVENUE, TORONTO, ONTARIO.
767583441	Expiry Date:	November 10, 2025
20201110 1522 9234 4161	Debtor:	MIZRAHI 128 HAZELTON RETAIL INC. 189 FOREST HILL ROAD TORONTO ON M5P 2N3
	Secured Party:	CONSTANTINE ENTERPRISES INC. 333 BLOOR STREET EAST, 10TH FLOOR TORONTO ON M4W 1G9
	Collateral Classifications:	Inventory, Equipment, Accounts, Other, MV
	General Collateral Description:	NONE

This is Exhibit "Y" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

PROMISSORY NOTE

TO: Constantine Enterprises Inc. (the "Lender")
FROM: Mizrahi (128) Hazelton Inc. (the "Borrower")

1. *Definitions.* In this note, in addition to the terms defined above, the following definitions apply:
 - "**Business Day**" means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.
 - "**Default**" means a default by the Borrower in the payment or performance of any obligation under this note.
 - "**Grid**" means any grid attached as Schedule A (Grid).
 - "**Person**" includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.
 - "**Principal**" means the aggregate outstanding principal amount of all advances that the Lender makes from time to time to the Borrower, as recorded by or on behalf of the Lender from time to time on the Grid.
2. *References to specific terms*
 - (a) *Currency.* Unless specified otherwise, all dollar amounts expressed in this agreement refer to Canadian currency.
 - (b) "*Including.*" Where this agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
3. *Indebtedness.* For value received, the Borrower promises to pay to, or to the order of, the Lender the Principal in lawful money of Canada in immediately available funds at 333 Bloor Street East, 10th Floor Toronto ON M4W 1G9 (or as the Lender may otherwise designate in writing from time to time) in the manner provided in this note, together with other monies that the Borrower may owe from time to time under this note.
4. *Notations on Grid.* The Borrower unconditionally and absolutely authorizes and directs the Lender to record on the Grid the date and amount of each
 - (a) advance that the Lender makes to the Borrower and the resulting increase in the outstanding Principal, and
 - (b) repayment on account of the Principal paid to the Lender and the resulting decrease of the outstanding Principal.

These notations, in the absence of manifest error, will be prima facie evidence of those advances and repayments.

5. *Interest.* This note is non-interest bearing.
6. *Advances.* Advances made by the Lender to the Borrower hereunder will only be made when the Lender determines that the Borrower requires additional funds. The aggregate of all such advances shall not exceed \$3,200,000. Until a total of \$2,300,000 has been advanced hereunder, each advance made hereunder shall be accompanied by an advance in an equivalent amount made by (i) the Lender to Mizrahi 128 Hazelton Retail Inc. and (ii) Mizrahi 128 Hazelton Retail Inc. to the Borrower.
7. *Repayment.* The Borrower shall repay the Principal on the date that is the later of (a) the closing of the acquisition by the Lender of units 201 and 205 ("**Lender's Unit Closing**") from the Borrower, and (b) confirmation that repayment of the Principal will not result in a breach by the Borrower of any its obligations or cause a default under its then existing agreements with (i) Duca Financial Services Credit Union Ltd. (or any of its affiliates or any replacement lender), or (ii) Aviva Insurance Company of Canada, Westmount Guarantee Services Inc., or any of their affiliates or any replacement therefore. The Borrower and the Lender agree that the Lender's Unit Closing shall not occur until such time as all obligations to Duca Financial Services Credit Union Ltd. (or any of its affiliates or any replacement lender) have been repaid in full.
8. *Acceleration.* When a Default occurs and is continuing, the full unpaid balance of the Principal will, at the Lender's option, become immediately due and payable upon demand by the Lender.
9. *Further assurances.* The Borrower, at the Lender's request, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this note.
10. *Amendment.* This note may only be amended by a written document signed by each of the parties.
11. *Conflict of terms.* If there is any inconsistency between the terms of this note and those in any document entered into under this note, the terms of this note will prevail.
12. *Binding effect.* This note enures to the benefit of and binds the parties and their respective successors, and permitted assigns.
13. *Assignment.* The Lender may assign this note in whole or in part to any Person without Notice to or the consent of the Borrower. Without the prior written consent of the Lender, the Borrower may not assign this note.
14. *Notice.* To be effective, a notice must be in writing and delivered (a) personally, either to the individual designated below for that party or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out below, (b) by registered mail, or (c) by electronic mail to the address or electronic mail address set out opposite the party's name below or to any other address or electronic mail address for a party as that party from time to time designates to the other parties in the same manner:

in the case of the Borrower, to:

Constantine Enterprises Inc.
333 Bloor Street East, 10th Floor

Toronto ON M4W 1G9, Canada
Attention: Robert Hiscox
E-mail: robert.hiscox@constantineinc.com

with a copy to

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2
Attention: Jason Arbuck
E-mail: jarbuck@cassels.com

with a copy to:

189 Forest Hill Road,
Toronto, ON M5P 2N3
Attention: Sam Mizrahi
Email: Sam@MizrahiDevelopments.ca

with a copy to:

McCarter Grespan Beynon Weir PC
675 Riverbend Drive
Kitchener, ON N2K 3S3
Attention: Avril Lavallee and Chris Bryant
Email: alavallee@mgbwlaw.com and cbryant@mgbwlaw.com

in the case of the Lender, to:

Constantine Enterprises Inc.
333 Bloor Street East, 10th Floor
Toronto ON M4W 1G9, Canada
Attention: Robert Hiscox
E-mail: robert.hiscox@constantineinc.com

with a copy to

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2
Attention: Jason Arbuck
E-mail: jarbuck@casselsbrock.com

Any notice is effective (i) if personally delivered, as described above, on the day of delivery if that day is a Business Day and it was received before 5:00 p.m. local time in the place of receipt and otherwise on the next Business Day, (ii) if sent by registered mail, on the fourth Business Day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth Business Day thereafter there is a disruption of postal service then, Notice must be given by means other than mail, or (iii) if sent by electronic mail, on the day the sender receives confirmation of receipt by return electronic mail from the recipient if that day is a Business Day and if that confirmation was received before 5:00 p.m. local time in the place of receipt, and otherwise on the next Business Day.

15. *Severability.* The invalidity or unenforceability of any particular term of this note will not affect or limit the validity or enforceability of the remaining terms.
16. *Waiver*
 - (a) *General.* No waiver of satisfaction of a condition or breach or non-performance of an obligation (including any Default) under this note is effective unless it is in writing and signed by the party granting the waiver. No waiver under this section will be deemed to extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived nor will it affect the exercise of any other rights or remedies under this note. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.
 - (b) *Specific.* The Borrower waives presentment for payment, demand, protest, Notice of any kind, and statutory days of grace in connection with this note. The Borrower agrees that it is not necessary for the Lender to first bring legal action in order to enforce payment of this note.
17. *Payment of costs.* The Borrower shall pay all costs (including legal fees) that it and the Lender, or its agents on its behalf, incur in connection with the drafting and negotiation of the transactions contemplated by this note, and the execution and delivery of, and the perfection and enforcement of the Lender's interest under this note, which will be paid promptly upon demand and form part of the indebtedness owing under this note.
18. *Governing law.* The laws of Ontario and the laws of Canada applicable in that province, excluding any rule or principle of conflicts of law that may provide otherwise, govern this note. The parties irrevocably attorn to the jurisdiction of the courts of Ontario, which will have non-exclusive jurisdiction over any matter arising out of this note.

Dated November 10, 2020.

MIZRAHI (128) HAZELTON INC.

By: 
Name: _____
Title: _____

CONSTANTINE ENTERPRISES INC.


By: _____
Name: Robert Hiscox
Title: _____

Dated November 10, 2020.

MIZRAHI (128) HAZELTON INC.


By: _____
Name:
Title:

CONSTANTINE ENTERPRISES INC.

By:  _____
Name: Robert Hiscox
Title:

Date	Amount of Advance	Amount of Repayment	Aggregate Unpaid Principal Balance	Notation Made By

This is Exhibit "Z" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

PROMISSORY NOTE

TO: Constantine Enterprises Inc. (the “Lender”)

FROM: Mizrahi (128) Hazelton Inc. (the “Borrower”)

1. *Definitions.* In this note, in addition to the terms defined above, the following definitions apply:
 - “**Business Day**” means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.
 - “**Default**” means a default by the Borrower in the payment or performance of any obligation under this note.
 - “**Grid**” means any grid attached as Schedule A (Grid).
 - “**Person**” includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.
 - “**Principal**” means the aggregate outstanding principal amount of all advances that the Lender makes from time to time to the Borrower, as recorded by or on behalf of the Lender from time to time on the Grid.
2. *References to specific terms*
 - (a) *Currency.* Unless specified otherwise, all dollar amounts expressed in this agreement refer to Canadian currency.
 - (b) *“Including.”* Where this agreement uses the word “including,” it means “including without limitation,” and where it uses the word “includes,” it means “includes without limitation.”
3. *Indebtedness.* For value received, the Borrower promises to pay to, or to the order of, the Lender the Principal in lawful money of Canada in immediately available funds at 333 Bloor Street East, 10th Floor Toronto ON M4W 1G9 (or as the Lender may otherwise designate in writing from time to time) in the manner provided in this note, together with other monies that the Borrower may owe from time to time under this note.
4. *Notations on Grid.* The Borrower unconditionally and absolutely authorizes and directs the Lender to record on the Grid the date and amount of each
 - (a) advance that the Lender makes to the Borrower and the resulting increase in the outstanding Principal, and
 - (b) repayment on account of the Principal paid to the Lender and the resulting decrease of the outstanding Principal.

These notations, in the absence of manifest error, will be prima facie evidence of those advances and repayments.

5. *Interest.* This note is non-interest bearing.
6. *Advances.* Advances made by the Lender to the Borrower hereunder will only be made at such times that the Lender determines, in its discretion, the Borrower requires additional funds. The Lender has committed to advance an aggregate amount of \$1,500,000 under this Note. Advances made by the Lender in excess of such amount shall be in the sole discretion of the Lender.
7. *Repayment.* The Borrower shall repay the Principal on demand at anytime following the date that repayment of the Principal will not result in a breach by the Borrower of any its obligations or cause a default under its then existing agreements with (i) Duca Financial Services Credit Union Ltd. (or any of its affiliates or any replacement lender), or (ii) Aviva Insurance Company of Canada, Westmount Guarantee Services Inc., or any of their affiliates or any replacement therefore.
8. *Acceleration.* When a Default occurs and is continuing, the full unpaid balance of the Principal will, at the Lender's option, become immediately due and payable upon demand by the Lender.
9. *Further assurances.* The Borrower, at the Lender's request, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this note.
10. *Amendment.* This note may only be amended by a written document signed by each of the parties.
11. *Conflict of terms.* If there is any inconsistency between the terms of this note and those in any document entered into under this note, the terms of this note will prevail.
12. *Binding effect.* This note enures to the benefit of and binds the parties and their respective successors, and permitted assigns.
13. *Assignment.* The Lender may assign this note in whole or in part to any Person without Notice to or the consent of the Borrower. Without the prior written consent of the Lender, the Borrower may not assign this note.
14. *Notice.* To be effective, a notice must be in writing and delivered (a) personally, either to the individual designated below for that party or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out below, (b) by registered mail, or (c) by electronic mail to the address or electronic mail address set out opposite the party's name below or to any other address or electronic mail address for a party as that party from time to time designates to the other parties in the same manner:

in the case of the Borrower, to:

Constantine Enterprises Inc.
333 Bloor Street East, 10th Floor
Toronto ON M4W 1G9, Canada
Attention: Robert Hiscox
E-mail: robert.hiscox@constantineinc.com

with a copy to

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2
Attention: Jason Arbuck
E-mail: jarbuck@cassels.com

with a copy to:

189 Forest Hill Road,
Toronto, ON M5P 2N3
Attention: Sam Mizrahi
Email: Sam@MizrahiDevelopments.ca

with a copy to:

McCarter Grespan Beynon Weir PC
675 Riverbend Drive
Kitchener, ON N2K 3S3
Attention: Avril Lavallee and Chris Bryant
Email: alavallee@mgbwlaw.com and cbryant@mgbwlaw.com

in the case of the Lender, to:

Constantine Enterprises Inc.
333 Bloor Street East, 10th Floor
Toronto ON M4W 1G9, Canada
Attention: Robert Hiscox
E-mail: robert.hiscox@constantineinc.com

with a copy to

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2
Attention: Jason Arbuck
E-mail: jarbuck@casselsbrock.com

Any notice is effective (i) if personally delivered, as described above, on the day of delivery if that day is a Business Day and it was received before 5:00 p.m. local time in the place of receipt and otherwise on the next Business Day, (ii) if sent by registered mail, on the fourth Business Day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth Business Day thereafter there is a disruption of postal service then, Notice must be given by means other than mail, or (iii) if sent by electronic mail, on the day the sender receives confirmation of receipt by return electronic mail from the recipient if that day is a Business Day and if that confirmation was received before 5:00 p.m. local time in the place of receipt, and otherwise on the next Business Day.

15. *Severability.* The invalidity or unenforceability of any particular term of this note will not affect or limit the validity or enforceability of the remaining terms.
16. *Waiver*
 - (a) *General.* No waiver of satisfaction of a condition or breach or non-performance of an obligation (including any Default) under this note is effective unless it is in writing and signed by the party granting the waiver. No waiver under this section will be deemed to extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived nor will it affect the exercise of any other rights or remedies under this note. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.
 - (b) *Specific.* The Borrower waives presentment for payment, demand, protest, Notice of any kind, and statutory days of grace in connection with this note. The Borrower agrees that it is not necessary for the Lender to first bring legal action in order to enforce payment of this note.
17. *Payment of costs.* The Borrower shall pay all costs (including legal fees) that it and the Lender, or its agents on its behalf, incur in connection with the drafting and negotiation of the transactions contemplated by this note, and the execution and delivery of, and the perfection and enforcement of the Lender's interest under this note, which will be paid promptly upon demand and form part of the indebtedness owing under this note.
18. *Governing law.* The laws of Ontario and the laws of Canada applicable in that province, excluding any rule or principle of conflicts of law that may provide otherwise, govern this note. The parties irrevocably attorn to the jurisdiction of the courts of Ontario, which will have non-exclusive jurisdiction over any matter arising out of this note.

Dated December 3, 2021.

MIZRAHI (128) HAZELTON INC.

By: 
Name: Sam Mizrahi
Title: President

By: _____
Name: Robert Hiscox
Title:

CONSTANTINE ENTERPRISES INC.

By: _____
Name: Robert Hiscox
Title:

Dated December 3, 2021.

MIZRAHI (128) HAZELTON INC.

By: _____

Name: Sam Mizrahi
Title:



By: _____

Name: Robert Hiscox
Title: ASO

CONSTANTINE ENTERPRISES INC.

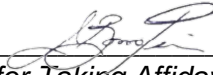
By: _____

Name: Robert Hiscox
Title: Co-founder & CEO

**SCHEDULE A
GRID**

Date	Amount of Advance	Amount of Repayment	Aggregate Unpaid Principal Balance	Notation Made By
September 1, 2021	\$450,000		\$450,000	
September 16, 2021	\$100,000		\$550,000	
September 27, 2021	\$350,000		\$900,000	
October 26, 2021	\$50,000		\$950,000	
October 29, 2021	\$400,000		\$1,350,000	
December 3, 2021	\$110,000		\$1,460,000	
December 21, 2021	\$26,500		\$1,486,500	
February 11, 2022	\$13,500		\$1,500,000	

This is Exhibit "AA" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

Hazelton - Request for Advance Amount

Date: February ^{12th} 2024

BY EMAIL AND REGISTERED MAIL

To: Mizrahi Developments Inc. ("MDI")
c/o Sam Mizrahi sam@mizrahidevelopments.ca
Mr. Mark Kilfoyle mark@mizrahidevelopments.ca
cc: Avril Lavallee avril@mgbwlaw.com and Chris Bryant cbryant@mgbwlaw.com

Reference is made to the Contribution Agreement dated December 3, 2021 (the "Contribution Agreement") between MDI, Constantine Enterprises Inc. ("CEI"), and Mizrahi (128 Hazelton) Inc. (the "Corporation"). Capitalized terms not otherwise defined herein have the meanings given thereto in the Contribution Agreement.

CEI has reasonable grounds for believing that a Budget Deficit is likely to take place within the next 90 days unless additional capital is contributed to the Corporation. Accordingly, CEI is hereby requesting an Additional Advance from MDI pursuant to Section 3 of the Contribution Agreement.

The Additional Advance has arisen due to a number of factors including, without limitation, cost overruns, interest rate increases, and construction delays.

The proposed use of the Advance Amount is as follows:

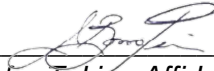
Accounts Payable:	\$3,474,000
Construction Expenses:	\$1,481,000
Dakota/Parking/Landscaping expenses:	\$233,000
Unit 304 HST remittance	\$287,000
Interest & letters of credit:	\$720,000
Other project costs (prop. Tax, etc.):	\$511,000
Harris Shaeffer	\$96,000
Total Advance Amount:	\$6,802,000
Advance Amount required from MDI:	<u>\$3,401,000</u>

The Advance Date is 31 days following the delivery of this request for Additional Advance. Notwithstanding the foregoing, it would greatly benefit the Corporation to have use of the Advance Amount as soon as possible. To this end, CEI will be contributing its 50% share of the Advance Amount in advance of the Advance Date, and CEI encourages MDI to do the same.

Pursuant to Section 3 of the Contribution Agreement, the obligations of MDI thereunder are in favour of both the Corporation and CEI, and either may enforce such obligations against MDI. Accordingly, CEI has initiated this request for advance.

Yours truly, 
CONSTANTINE ENTERPRISES INC.
Per: Robert Hiscox

This is Exhibit "BB" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on February 23, 2024, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The Deponent and I were located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits (or as may be)

Commissioner: Jeremy Bornstein
LSO#: 65425C

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

B E T W E E N:

CONSTANTINE ENTERPRISES INC.

Applicant

- and -

**MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.**

Respondents

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

CONSENT

KSV Restructuring Inc. hereby consents to act as receiver and manager, without security, over (a) the real property comprised of certain condominium units located at the address municipally known as 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario, and as legally described by PIN numbers 21196-0353 (LT), 76967-0001 (LT), 76967-0004 (LT), 76967-0008 (LT), 76967-0010 (LT) to 76967-0012 (LT) inclusive, 76967-0017 (LT) to 76967-0021 (LT) inclusive, 76967-0023 (LT) to 76967-0028 (LT) inclusive, 76967-0030 (LT) to 76967-0032 (LT) inclusive, 76967-0034 (LT) to 76967-0038 (LT) inclusive, 76967-0041 (LT) to 76967-0043 (LT) inclusive, 76967-0045 (LT) to 76967-0048 (LT) inclusive, 76967-0053 (LT), 76967-0054 (LT), 76967-0057 (LT) to 76967-0060 (LT) inclusive, 76967-0062 (LT), 76967-0065 (LT) to 76967-0067 (LT) inclusive, 76967-0073 (LT), 76967-0074 (LT), and 76967-0076 (LT), as more specifically described in Schedule "A" hereto; and (b) all of the assets, undertakings and properties of Mizrahi (128 Hazelton) Inc. and Mizrahi 128 Hazelton Retail Inc. (collectively, the "Debtors"), or either of them, acquired for, or used in relation to a business carried on by the Debtors, or either of them, including all proceeds thereof.

DATED as of February 17th, 2024.

KSV Restructuring Inc.

Per: _____

Bobby Kofman, Managing Director

Schedule "A"

DESCRIPTION OF REAL PROPERTY

PIN 21196-0353(LT)

PART LOT 1, PLAN 687E & PART BLOCK A, PLAN 411 PART 1, 66R32656; SUBJECT TO AN EASEMENT AS IN AT4864056; SUBJECT TO AN EASEMENT AS IN AT5237797; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 1 AND 2, PLAN 687-E DESIGNATED AS PART 1 ON PLAN 66R-31612 AS IN AT5927858; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER PART TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 BEING PART 3, 66R32656 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS ON LEVELS 1 & A AND UNITS 8, 9, 10, 12 & 13, LEVEL A TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; SUBJECT TO AN EASEMENT IN FAVOUR OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; CITY OF TORONTO

PIN 76967-0001(LT)

UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0004(LT)

UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0008(LT)

UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0010(LT)

UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0011(LT)

UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0012(LT)

UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0017(LT)

UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0018(LT)

UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0019(LT)

UNIT 2, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0020(LT)

UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0021(LT)

UNIT 1, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0023(LT)

UNIT 3, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0024(LT)

UNIT 4, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0025(LT)

UNIT 5, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0026(LT)

UNIT 6, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0027(LT)

UNIT 7, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0028(LT)

UNIT 8, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0030(LT)

UNIT 10, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0031(LT)

UNIT 11, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0032(LT)

UNIT 12, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0034(LT)

UNIT 2, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0035(LT)

UNIT 3, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0036(LT)

UNIT 4, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0037(LT)

UNIT 5, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0038(LT)

UNIT 6, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0041(LT)

UNIT 9, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0042(LT)

UNIT 10, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0043(LT)

UNIT 11, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0045(LT)

UNIT 13, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0046(LT)

UNIT 14, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0047(LT)

UNIT 15, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0048(LT)

UNIT 16, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0053(LT)

UNIT 5, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0054(LT)

UNIT 6, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0057(LT)

UNIT 9, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0058(LT)

UNIT 10, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0059(LT)

UNIT 11, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0060(LT)

UNIT 12, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0062(LT)

UNIT 14, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0065(LT)

UNIT 17, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0066 (LT)

UNIT 18, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0067(LT)

UNIT 19, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0073(LT)

UNIT 25, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0074(LT)

UNIT 26, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0076(LT)

UNIT 28, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

CONSTANTINE ENTERPRISES INC.

Applicant

and

MIZRAHI (128 HAZELTON) INC. AND MIZRAHI 128 HAZELTON
RETAIL INC.
Respondents

Court File No. CV-24-00715321-00CL

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

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF ROBERT HISCOX

Cassels Brock & Blackwell LLP

Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Jane Dietrich LSO #: 49302U

Tel: 416.860.5223
jdietrich@cassels.com

Jeremy Bornstein LSO #: 65425C

Tel: 416.640.6041
jbornstein@cassels.com

Stephanie Fernandes LSO #: 85819M

Tel: 416.860.6481
sfernandes@cassels.com

Lawyers for the Applicant

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

<u>THE HONOURABLE</u>)	<u>....., THE</u>
)	
THE HONOURABLE)	WEEKDAY, THE #
)	
JUSTICE <u>●</u>)	DAY OF MONTH, 20YR. <u>.....</u>
)	2024

PLAINTIFF[†]

Plaintiff

CONSTANTINE ENTERPRISES INC.

Applicant

- and -

DEFENDANT

Defendant

MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.

Respondents

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE BANKRUPTCY
AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED

**ORDER
(~~APPOINTING~~ Appointing Receiver)**

[†]The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

THIS ~~MOTION~~ APPLICATION made by the ~~Plaintiff~~² Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~[RECEIVER'S NAME]~~ KSV Restructuring Inc. ("KSV") as receiver ~~and manager~~ (in such capacities, the "~~Receiver~~" "Receiver") without security, ~~of~~ over (a) the real property comprised of certain condominium units located at the address municipally known as 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario, and as legally described by PIN numbers 21196-0353 (LT), 76967-0001 (LT), 76967-0004 (LT), 76967-0008 (LT), 76967-0010 (LT) to 76967-0012 (LT) inclusive, 76967-0017 (LT) to 76967-0021 (LT) inclusive, 76967-0023 (LT) to 76967-0028 (LT) inclusive, 76967-0030 (LT) to 76967-0032 (LT) inclusive, 76967-0034 (LT) to 76967-0038 (LT) inclusive, 76967-0041 (LT) to 76967-0043 (LT) inclusive, 76967-0045 (LT) to 76967-0048 (LT) inclusive, 76967-0053 (LT), 76967-0054 (LT), 76967-0057 (LT) to 76967-0060 (LT) inclusive, 76967-0062 (LT), 76967-0065 (LT) to 76967-0067 (LT) inclusive, 76967-0073 (LT), 76967-0074 (LT), and 76967-0076 (LT), as more specifically described in Schedule "A" hereto (the "Real Property"); and (b) all of the assets, undertakings and properties of ~~[DEBTOR'S NAME] (the "Debtor")~~ Mizrahi (128 Hazelton) Inc. and Mizrahi 128 Hazelton Retail Inc. (collectively, the "Debtors"), or either of them, acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, or either of them, including all proceeds thereof (the "Personal Property", and together with the Real Property, the "Property"), was heard this day ~~at 330 University Avenue,~~ by judicial videoconference at Toronto, Ontario.

² ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

ON READING the ~~affidavit of [NAME] sworn [DATE]~~ Affidavit of Robert Hiscox sworn February ●, 2024 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~ the Applicant and such other parties listed on the Counsel Slip, no one appearing ~~for [NAME]~~ although duly served as appears from the ~~affidavit of service of [NAME] sworn [DATE]~~ Affidavit of Service of Stephanie Fernandes sworn February ●, 2024 and on reading the consent of ~~[RECEIVER'S NAME]~~ KSV to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~ Application and the ~~Motion~~ Application is hereby abridged and validated³ so that this ~~motion~~ application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~ KSV is hereby appointed Receiver, without security, of ~~all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "the Property").~~

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the

³ ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including without limitation the Debtors' bank accounts related to the Property wherever located;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the ~~Debtor~~ Debtors, or either of them, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform or disclaim any contracts of the ~~Debtor~~ Debtors, or either of them, in respect of the Property;
- (d) to engage consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors, or either of them with respect to the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors, or either of them with respect to the Property and to exercise all remedies of the ~~Debtor~~Debtors, or either of them, in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors, or either of them;
- (g) to take steps to commence a process to confirm the deposit amounts, if any, being held by the Debtors, or either of them, pursuant to agreements of purchase and sale between the Debtors, or either of them, and a purchaser for the sale and purchase of a residential condominium unit planned to be situated at the development located on the Real Property;
- (h) ~~(g)~~ to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors, or either of them, with respect to the Property;
- (i) ~~(h)~~ to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the ~~Receiver's~~Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, or either of them, for any purpose pursuant to this Order;
- (j) ~~(i)~~ to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, or either of them, the Property or the Receiver, and to settle

or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(k) ~~(j)~~ to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) ~~(k)~~ to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$ ~~_____~~ [100,000], provided that the aggregate consideration for all such transactions does not exceed \$ ~~_____~~ [500,000]; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause~~;~~₁

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~[~~ or section 31 of the Ontario *Mortgages Act*, as the case

~~⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

may be,⁵ shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply.~~

(m) ~~(†)~~ to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) ~~(m)~~ to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to consult with the Applicant on all matters relating to the Property and the receivership, subject to such terms as to confidentiality as the Receiver deems advisable;

(p) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(q) ~~(o)~~ to apply for any permits, licences, approvals or permissions with respect to the Property as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~ Debtors, or either of them;

~~⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (r) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, or either of them, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors, or either of them;
- (s) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors, or either of them may have; and
- (t) ~~(r)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~Debtors, or either of them, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the ~~Debtor~~Debtors, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and equity investors including without limitation investors and shareholders, and all other persons acting on ~~its~~their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such ~~Person's~~Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the ~~Receiver's~~Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~Debtors, or either of them, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that ~~Person's~~Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer

or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that ~~the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~ all Persons, including without limitation, Sam Mizrahi, 1000041090 Ontario Inc., Mizrahi Developments Inc. and Mizrahi Inc. (collectively, the "Mizrahi Group"), and each of them, shall be required to cooperate, and share information, with the Receiver, in connection with all books and records, contracts, agreements, permits, licenses and insurance policies and other documents in respect of the Debtors, or either of them, and the Property. In addition to the foregoing, general cooperation and information sharing requirements, the Mizrahi Group, or any of them, shall be required to do the following: (a) in respect of any and all such contracts, agreements, permits, licenses and insurance policies and other documents: (1) maintain them in good standing and provide immediate notice and copies to the Receiver of any communications received from regulators or providers in respect thereof; (2) provide immediate notice to the Receiver of any material change and/or pending material change to the status quo in respect thereof; and (3) provide thirty (30) days' written notice to the Receiver of any renewal date, termination date, election date or similar date in respect thereof; and (b) assist, and

cooperate with, the Receiver in obtaining any further permits and licenses that may be required in the Receiver's discretion, acting reasonably, in consultation with the Applicant.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~Debtors, or either of them, or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors, or either of them, or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the ~~Debtor~~Debtors, or either of them, the Receiver, or affecting the Property, including without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors, or either of them, to carry on any business which the ~~Debtor~~Debtors, or either of them, is not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors, or either of them, from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any

registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Debtors, or either of them, in connection with or relating to the Property without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons, including, without limitation, the Mizrahi Group, having oral or written agreements with the ~~Debtor~~Debtors, or either of them, in connection with or relating to the Property or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors, or either of them, in connection with or relating to the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtors', or either of their current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor or~~Debtors, or either of their, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part in connection with or relating to the Property, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the **"Post Receivership Accounts"**) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the ~~Debtor~~ Debtors, or either of them, shall remain the employees of ~~the~~ such Debtor until such time as the Receiver, on ~~the Debtor's~~ behalf of the Debtors, or either of them, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to

complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~ Debtors, or either of them, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the ~~Receiver's~~ Receiver's duties and powers under this Order, be

deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

~~RECEIVER'S~~RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the ~~"Receiver's Charge"~~"Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the ~~Receiver's~~Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

~~⁶Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass ~~its~~their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ [TBD] (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "~~Receiver's~~Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, fees, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the ~~Receiver's~~Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule ~~"A"~~"B" hereto (the ~~"Receiver's Certificates"~~"Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued ~~Receiver's~~Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that ~~the E-Service Protocol of the~~The Guide Concerning Commercial List E-Service (the "~~Protocol~~Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the ~~Protocol~~Guide (which can be found on the Commercial List website at ~~<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>~~<https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph ~~21~~13 of the ~~Protocol~~Guide, service of documents in accordance with the ~~Protocol~~Guide will be effective on transmission. This Court further orders

that a Case Website shall be established in accordance with the ~~Protocol~~Guide with the following URL [~~@>~~].

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~Debtors', or either of their creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors, or either of them, and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a ~~trustee~~Trustee in bankruptcy of the ~~Debtor~~Debtors, or either of them.

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of

this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~Application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the ~~Plaintiff's~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's estate~~Debtors, or either of their estates with such priority and at such time as this Court may determine.

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. THIS COURT ORDERS that this Order is effective from today's date and it is not required to be entered.

Schedule "A"

DESCRIPTION OF REAL PROPERTY

PIN 21196-0353(LT)

PART LOT 1, PLAN 687E & PART BLOCK A, PLAN 411 PART 1, 66R32656; SUBJECT TO AN EASEMENT AS IN AT4864056; SUBJECT TO AN EASEMENT AS IN AT5237797; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 1 AND 2, PLAN 687-E DESIGNATED AS PART 1 ON PLAN 66R-31612 AS IN AT5927858; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER PART TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 BEING PART 3, 66R32656 AS IN AT6281433; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS ON LEVELS 1 & A AND UNITS 8, 9, 10, 12 & 13, LEVEL A TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; SUBJECT TO AN EASEMENT IN FAVOUR OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AS IN AT6281433; CITY OF TORONTO

PIN 76967-0001(LT)

UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0004(LT)

UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0008(LT)

UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0010(LT)

UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0011(LT)

UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0012(LT)

UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0017(LT)

UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0018(LT)

UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0019(LT)

UNIT 2, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0020(LT)

UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0021(LT)

UNIT 1, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0023(LT)

UNIT 3, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0024(LT)

UNIT 4, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0025(LT)

UNIT 5, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0026(LT)

UNIT 6, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0027(LT)

UNIT 7, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0028(LT)

UNIT 8, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0030(LT)

UNIT 10, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0031(LT)

UNIT 11, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0032(LT)

UNIT 12, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0034(LT)

UNIT 2, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0035(LT)

UNIT 3, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0036(LT)

UNIT 4, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0037(LT)

UNIT 5, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0038(LT)

UNIT 6, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0041(LT)

UNIT 9, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0042(LT)

UNIT 10, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0043(LT)

UNIT 11, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0045(LT)

UNIT 13, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0046(LT)

UNIT 14, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0047(LT)

UNIT 15, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0048(LT)

UNIT 16, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0053(LT)

UNIT 5, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0054(LT)

UNIT 6, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0057(LT)

UNIT 9, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0058(LT)

UNIT 10, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0059(LT)

UNIT 11, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0060(LT)

UNIT 12, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0062(LT)

UNIT 14, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0065(LT)

UNIT 17, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0066 (LT)

UNIT 18, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0067(LT)

UNIT 19, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0073(LT)

UNIT 25, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0074(LT)

UNIT 26, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

PIN 76967-0076(LT)

UNIT 28, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2967 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6281433; CITY OF TORONTO

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____ ●

AMOUNT \$ _____ ●

1. **THIS IS TO CERTIFY** that ~~[RECEIVER'S NAME]~~ KSV Restructuring Inc., the receiver ~~(the "Receiver")~~ and manager (the "**Receiver**") without security, of (a) the real property comprised of certain condominium units located at the address municipally known as 126 Hazelton Avenue, Toronto, Ontario and 128 Hazelton Avenue, Toronto, Ontario, and as legally described by PIN numbers 21196-0353 (LT), 76967-0001 (LT), 76967-0004 (LT), 76967-0008 (LT), 76967-0010 (LT) to 76967-0012 (LT) inclusive, 76967-0017 (LT) to 76967-0021 (LT) inclusive, 76967-0023 (LT) to 76967-0028 (LT) inclusive, 76967-0030 (LT) to 76967-0032 (LT) inclusive, 76967-0034 (LT) to 76967-0038 (LT) inclusive, 76967-0041 (LT) to 76967-0043 (LT) inclusive, 76967-0045 (LT) to 76967-0048 (LT) inclusive, 76967-0053 (LT), 76967-0054 (LT), 76967-0057 (LT) to 76967-0060 (LT) inclusive, 76967-0062 (LT), 76967-0065 (LT) to 76967-0067 (LT) inclusive, 76967-0073 (LT), 76967-0074 (LT), and 76967-0076 (LT) (the "**Real Property**"); and (b) all of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of Mizrahi (128 Hazelton) Inc. and Mizrahi 128 Hazelton Retail Inc. (collectively, the "Debtors"), or either of them, acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, or either of them, including all proceeds thereof (~~collectively,~~ the "**Personal Property**", and together with the Real Property, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the _____ day of _____, 2024 (the "**Order**") made in an action application having Court file number CL _____, CV-24- _____ -00CL has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total

principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the , day of , 20 , 2024.

[RECEIVER'S NAME] KSV Restructuring Inc., solely in its capacity
- as Receiver of the Property, and not in its personal capacity

Per:

Name: Bobby Kofman

Title: Managing Director

[Different first page setting changed from on in original to off in modified.]

CONSTANTINE ENTERPRISES INC.

- and -

MIZRAHI (128 HAZELTON) INC. AND
MIZRAHI 128 HAZELTON RETAIL INC.

Applicant

Respondents

Court File No. CV-24-00715321-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**PROCEEDING COMMENCED AT
TORONTO**

**ORDER
(APPOINTING RECEIVER)**

Cassels Brock & Blackwell LLP

Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Jane Dietrich LSO #: 49302U

Tel: 416.860.5223
jdietrich@cassels.com

Jeremy Bornstein LSO #: 65425C

Tel: 416.640.6041
jbornstein@cassels.com

Stephanie Fernandes LSO # 85819M

Tel: 416.860.6481
sfernandes@cassels.com

Lawyers for the Applicant

[Different first page setting changed from on in original to off in modified.]

| *[Different first page setting changed from on in original to off in modified.]*

| *[Different first page setting changed from on in original to off in modified.]*
~~DOCSTOR:4774729-8-Model_Receivership_Order_(T_Reyes).doc~~

CONSTANTINE ENTERPRISES INC.

Applicant

and

MIZRAHI (128 HAZELTON) INC. AND MIZRAHI 128 HAZELTON
RETAIL INC.
Respondents

Court File No. CV-24-00715321-00CL

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

PROCEEDING COMMENCED AT
TORONTO

APPLICATION RECORD

Cassels Brock & Blackwell LLP

Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Jane Dietrich LSO #: 49302U

Tel: 416.860.5223
jdietrich@cassels.com

Jeremy Bornstein LSO #: 65425C

Tel: 416.640.6041
jbornstein@cassels.com

Stephanie Fernandes LSO #: 85819M

Tel: 416.860.6481
sfernandes@cassels.com

Lawyers for the Applicant