APPENDIX "3"

AGREEMENT OF PURCHASE AND SALE

62 MILL STREET, UXBRIGDE, ONTARIO **THIS AGREEMENT** is dated as of the 20th day of **February**, 2013,

B E T W E E N:

F.L. Securities Inc. in its capacity as General Partner of Mill Street Limited Partnership

(the "**Vendor**")

- and -

KAMS Consulting Inc.

(the "**Purchaser**")

WHEREAS:

A. On December 7, 2012, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") , in Court File No. CV-12-9930-00CL, issued an order, pursuant to Section 101 of the *Courts of Justice Act* (Ontario), appointing Grant Thornton Limited as receiver and manager (the "**Receiver**"), without security, of all of the assets, undertakings and remaining properties of, among others, **F.L. Securities Inc.**; and

B. The Vendor has agreed, subject to obtaining the requisite approval of the Court, to sell all of **F.L. Securities Inc.**'s right, title and interest, if any, in and to the Purchased Assets and the Purchaser has agreed to purchase, acquire and assume all of **F.L. Securities Inc.**'s right title and interest, if any, in and to the Purchased Assets from the Vendor on the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) now paid by each party to the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions. In this Agreement, the following terms shall have the meanings set out below unless the context otherwise requires:

"Agreement" means this Agreement and the attached Schedules, as amended from time to time, and "Article", "Section" and "Schedule" mean the specified article, section or schedule, as the case may be, of this Agreement.

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"Applicable Laws" means, with respect to any Person, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law relating or applicable to such Person, property, transaction, event or other matter.

"Approval and Vesting Order" means an order of the Court in a form acceptable to the Vendor and the Purchaser, each acting reasonably, pursuant to which title to the Purchased Assets will be vested in the name of the Purchaser free and clear of all Encumbrances other than Permitted Encumbrances.

"Assignment and Assumption of Contracts" means an assignment by the Vendor and an assumption by the Purchaser of the Assumed Contracts, which assignment and assumption shall include the indemnity of the Purchaser only with respect to any Claims arising from the Purchaser's failure to fulfill its obligations under such assignment and assumption, with such assignment and assumption to take effect on the Closing Date.

"Assignment and Assumption of Leases" means an assignment by the Vendor and assumption by the Purchaser of all of the right, title and interest in the Leases of the Vendor and the benefit of all covenants, guarantees and indemnities thereunder, which assignment and assumption shall include the indemnity of the Purchaser only with respect to any Claims arising from the Purchaser's failure to fulfill its obligations under such assignment and assumption, with such assignment and assumption to take effect on the Closing Date.

"Assumed Contracts" means the Required Contracts and any of the other Contracts the Purchaser designates it wishes to assume on Closing by notice in writing delivered to the Vendor on or before the Due Diligence Date pursuant to Section 5.7 of this Agreement.

"Building" means, collectively, the buildings, structures, erections, improvements and appurtenances located on, in or under the Lands and any fixtures owned by the Vendor located on, in or under the Lands.

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

"Claim" means any claim, demand, action, cause of action, damage, loss, cost, liability or expense including, without limitation, reasonable professional fees and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

"Closing" means the closing and consummation of the transactions contemplated by this Agreement, including, without limitation, the delivery of the Closing Documents on the Closing Date.

"Closing Date" means the date that is ten (10) days following the date of issuance of the Approval and Vesting Order.

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"Closing Documents" means the agreements, instruments and other documents to be delivered by the Vendor to the Purchaser or the Purchaser's Solicitors pursuant to Section 6.2 of this Agreement and the agreements, instruments and other documents to be delivered by the Purchaser to the Vendor or the Vendor's Solicitors pursuant to Section 6.3 of this Agreement.

"Court" means the Ontario Superior Court of Justice (Commercial List).

"Contracts" means any and all contracts and agreements relating to the Property to which the Vendor is a party or by which the Vendor is bound, in respect of the ownership, development, maintenance, repair, operation, cleaning, security, fire protection or servicing of the Property in effect as at the date of this Agreement, and all contracts and agreements relating to any equipment or other assets leased by the Vendor and located on or in the Property in effect as at the date of this Agreement, as well as those contracts and agreements entered into by the Vendor in the normal course of business after the date of this Agreement and prior to the Closing Date. For greater certainty, the Contracts shall include the Required Contracts and shall not include the Leases.

"Deposit" has the meaning given to it in Section 2.3(a) of this Agreement.

"Due Diligence Date" means the date that is ninety (90) days following the date of execution and delivery of this Agreement by both parties.

"Encumbrance" means any mortgage, lien, charge, or other financial encumbrance.

"Excluded Assets" means the following assets relating to the Property: (i) any refunds of realty taxes which relate to the period prior to Closing; (ii) any and all other tax refunds (including, without limitation, any goods and services tax or harmonized sales tax refunds) that are owing or may become owing to **F.L. Securities Inc.** and which relate to the period prior to the Closing Date; and (iii) the interest of **F.L. Securities Inc.** in contracts of insurance, insurance policies (including director & officer insurance policies) and the full benefit of **F.L. Securities Inc.**'s rights under or in respect of the foregoing, including in and to any cash surrender value thereof.

"HST" means the harmonized sales tax payable pursuant to the provisions of the *Excise Tax Act* (Canada);

"Interim Period" means the period between the date of this Agreement and the Closing Date.

"Lands" means the lands and premises legally described in ***Schedule "A"*** attached hereto, together with all easements, rights-of-way and interests appurtenant thereto.

"Leases" means all agreements to lease, leases, renewals of lease and other rights (including licenses, concessions or occupancy agreements, but excluding rights in the nature of

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easements) granted by or on behalf of, or which bind, the Vendor, and which entitle any Person to possess or occupy any space within the Property as of the date of this Agreement, together with all security, guarantees and indemnities relating thereto, in each case as amended, renewed or otherwise varied to the date hereof.

"**Notice**" has the meaning set out in Section 7.3(1) of this Agreement.

"**Permitted Encumbrances**" means those Encumbrances listed in ***Schedule "B"*** attached hereto.

"**Person**" means an individual, a partnership, a corporation, a trust, an unincorporated organization, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.

"**Property**" means, collectively, the Lands and the Building.

"**Purchase Price**" has the meaning set out in Section 2.2 of this Agreement.

"**Purchased Assets**" means, collectively: (i) the Property; (ii) the Vendor's interest in the Leases; (iii) the Vendor's interest in the Assumed Contracts; and (iv) the Permitted Encumbrances, but specifically excludes the Excluded Assets.

"**Purchaser's Solicitors**" means **Randall Hoban**

Phone: (905) 852-3900
Fax: (905) 852-3666

Law Office of Randy Hoban
20 Bascom Street
Uxbridge, Ontario
L9P 1J3

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"**Re-adjustment Agreement**" has the meaning set out in Section 2.6 of this Agreement.

"**Receiver**" means Grant Thornton Limited, solely in its capacity as receiver and manager of the assets, undertakings and remaining properties of **FL Securities Inc.**, and not in its personal capacity.

"**Required Contracts**" means those Contracts listed in ***Schedule "C"*** attached hereto.

"**Tenants**" means all the tenants or occupants under the Leases.

"**Vendor's Solicitors**" means Cassels, Brock and Blackwell LLP.

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1.2 **Extended Meanings**. Words importing the singular include the plural and vice versa. Words importing the masculine gender include the feminine and neuter genders.

1.3 **Headings**. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and, except as stated in this Agreement and in the instruments and documents to be executed and delivered pursuant to this Agreement, contains all of the representations, undertakings and agreements of the parties. This Agreement supersedes all prior negotiations or agreements between the parties, whether written or verbal, with respect to the subject matter of this Agreement.

1.5 **Currency**. Unless otherwise expressly stated in this Agreement, all references to money shall refer to Canadian funds.

1.6 **Severability**. If any provision contained in this Agreement or its application to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.7 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. References to statutes shall be deemed to be references to such statutes as they exist on the date of this Agreement, unless otherwise provided.

1.8 **Time**. Time shall be of the essence in all respects of this Agreement. Except as expressly set out in this Agreement, the computation of any period of time referred to in this Agreement shall exclude the first day and include the last day of such period. If the time limited for the performance or completion of any matter under this Agreement expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day. The time limited for performing or completing any matter under this Agreement may be extended or abridged by an agreement in writing by the parties or by their respective solicitors.

ARTICLE 2
PURCHASE AND SALE

2.1 **Purchase and Sale**. Subject to obtaining the requisite approval of the Court, the Vendor hereby agrees to sell, transfer, assign, set over and convey all of the Vendor's right, title and interest, if any, in and to the Purchased Assets to the Purchaser, and the Purchaser hereby agrees to purchase, acquire and assume all of the Vendor's right, title and interest, if any, in and to the Purchased Assets from the Vendor, for the Purchase Price and otherwise on the terms and subject to the conditions contained in this Agreement.

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2.2 Purchase Price. The purchase price for the Purchased Assets (the "**Purchase Price**") shall be [redacted]

2.3 Payment of Purchase Price. Subject to adjustment in accordance with Section 2.6 of this Agreement, the Purchase Price shall be paid to the Vendor as follows:

(a) as to the sum of [redacted] (the "**Deposit**"), by wire transfer of immediately available funds to the Vendor's Solicitors, in trust, within two (2) Business Days following the date of this Agreement;

(b) as to the sum of [redacted] (the "**Second Deposit**"), by wire transfer of immediately available funds to the Vendor's Solicitors, in trust, within two (2) Business Days following waiver or satisfaction of the conditions as defined in Section 4.2(a) below; and

(c) as to the balance of the Purchase Price, by bank draft or wire transfer of immediately available funds payable to the Vendor, or as it may direct in writing, on the Closing Date.

2.4 Deposit. The Deposit shall be held by the Vendor's Solicitors in trust as a deposit and invested in accordance with the following provisions pending the completion or other termination of this Agreement and to be credited on the Closing Date on account of the Purchase Price. The Deposit shall be invested by the Vendor's Solicitors in an interest-bearing account or term deposit or guaranteed investment certificate with a Schedule I Canadian chartered bank. Interest on the Deposit shall accrue to the benefit of the Purchaser from the date on which the Deposit is received by the Vendor's Solicitors until the Closing Date or other termination of this Agreement. The interest on the Deposit accrued or accruing to the Closing Date shall be paid to the Purchaser by cheque forthwith following the Closing Date. If this Agreement is not completed other than by reason of the default of the Purchaser, the Deposit, together with all accrued interest thereon, shall be returned to the Purchaser forthwith without deduction. If this Agreement is not completed by reason of the default of the Purchaser, the Vendor shall be entitled to receive and retain the Deposit, together with all accrued interest thereon, without prejudice to other rights or damages available to the Vendor at law or in equity.

The parties agree that the Vendor's Solicitors shall be a mere stakeholder with respect to the Deposit and all interest accrued thereon, and if a dispute arises between the Vendor and the Purchaser regarding the manner in which the Deposit and/or interest accrued thereon is to be disbursed, the Vendor's Solicitors shall be entitled to bring an application to Court to pay the Deposit and/or interest accrued thereon into Court.

2.5 Adjustments.

(1) General. Adjustments shall be made as of the Closing Date for realty taxes, local improvement rates and charges, water and assessment rates and other utilities. An adjustment shall also be made for prepaid rents and other amounts paid by the Tenants under the Leases and

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any security deposit given by the Tenants under the Leases, to the extent actually received by and in the possession or control of the Receiver.

(2) Rent Receivables. Any amounts due and owing but unpaid on the Closing Date by any Tenant for rent or any other amounts under their Leases that relate to any calendar month preceding the month in which the Closing Date falls (the "**Rent Receivables**") shall remain the property of the Vendor on Closing and there shall be no adjustment in favour of the Vendor on the statement of adjustments for such amounts. All current rent amounts for the calendar month in which the Closing Date falls that have been collected by the Vendor before the Closing Date shall be adjusted in favour of the Purchaser as to its pro rata share on the statement of adjustments, but current rent amounts for the calendar month in which the Closing Date falls that have not been collected by the Vendor shall be adjusted in favour of the Vendor and shall become the property of the Purchaser. After the Closing Date, if the Vendor receives any current rent amounts for the calendar month in which the Closing Date falls, it shall promptly pay such amounts over to the Purchaser. After the Closing Date, the Purchaser shall use reasonable efforts to assist the Vendor in recovering the Rent Receivables (but shall not be required to apply current rent payments to the Rent Receivables or to terminate Leases or exercise rights of distress or to expend any monies with respect thereto), and the Vendor shall continue to have the right after Closing to recover by way of action from the Tenants any of the Rent Receivables. Any amount of rent received by the Purchaser after Closing from a Tenant that owes Rent Receivables to the Vendor shall be credited, first, to current month's rent, second, to any arrears of rent owing to the Purchaser accruing from and after the Closing Date, and third, to the Rent Receivables.

(3) Statement of Adjustments. A draft statement of adjustments shall be delivered to the Purchaser by the Vendor not less than two (2) Business Days prior to the Closing Date.

(4) Day of Closing. The Purchaser shall pay all expenses in respect of the Purchased Assets for the day of Closing itself.

(5) Insurance. Insurance premiums shall not be adjusted as of the Closing Date, but insurance shall remain the responsibility of the Vendor until the Closing Date, and thereafter the Purchaser shall be responsible for placing its own insurance.

2.6 Re-adjustment. If the final cost or amount of an item which is to be adjusted cannot be determined as at the Closing Date, then an initial adjustment for such item shall be made as at the Closing Date, such amount to be estimated by the parties, acting reasonably, as of the Closing Date on the basis of the best evidence available on the Closing Date as to what the final cost or amount of such item will be. In each case, when such cost or amount is determined, the Vendor or Purchaser, as the case may be, shall, within ten (10) days of determination, provide a complete statement thereof to the other and, within ten (10) days thereafter, the parties shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the parties, the final cost or amount of an item shall be determined by auditors appointed jointly by the Vendor and the Purchaser, with the cost of such auditor's determination being shared equally between the parties. The parties shall enter into a re-adjustment agreement (the "**Re-adjustment Agreement**") on the Closing Date in respect of those items specified to be re-adjusted in this

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Section 2.6 and for the re-adjustment of any errors, omissions or changes in the statement of adjustments delivered on the Closing Date. All re-adjustments shall be requested in writing in a detailed manner on or before the date that is ninety (90) days after the Closing Date, after which time neither party shall have any right to request re-adjustments.

ARTICLE 3
COVENANTS, REPRESENTATIONS AND WARRANTIES

3.1 **Representations of the Vendor**. The Vendor covenants, represents and warrants to and in favour of the Purchaser that, as of the date of this Agreement and as of the Closing Date:

(a) Authority. The Receiver is the Court-appointed receiver and manager of the assets, undertakings and remaining properties of **F.L. Securities Inc.** and, subject to the approval of the Court, has the power, authority and capacity to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and

(b) Residence. The Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).

3.2 **Representations of the Purchaser**. The Purchaser covenants, represents and warrants to and in favour of the Vendor that, as of the date of this Agreement and as of the Closing Date:

(a) Corporate Status. The Purchaser is a corporation duly incorporated and subsisting under the laws of **Ontario** and has all necessary corporate power, authority and capacity to enter this Agreement and all other agreements contemplated by this Agreement and to perform its obligations under this Agreement and all other agreements contemplated by this Agreement;

(b) Authorization. The Purchaser's execution and delivery of this Agreement and all other agreements contemplated by this Agreement, and its consummation of the transactions contemplated by this Agreement, have been duly authorized by all necessary corporate action; and

(c) HST. The Purchaser will, on Closing, be an HST registrant under the *Excise Tax Act* (Canada) and be the sole "recipient" of a supply as defined thereunder and will provide its registration number to the Vendor on or before the Closing Date.

3.3 **No Survival of Representations**. The covenants, representations and warranties contained in Sections 3.1 and 3.2 of this Agreement shall not merge on Closing but will continue in full force and effect for the benefit of the party entitled thereto for a period of ninety (90) days following the Closing Date. No claim for any breach of such covenant, representation or warranty may be made by either party hereto after such ninety (90) day period.

3.4 **As Is, Where Is**. The Purchaser shall accept the Purchased Assets on Closing on an entirely "as is, where is" basis as it exists as of the Closing Date without regard to the state of

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repair, condition, use or occupation of the Property, location of fences, wires, lines, underground wells, pipes or conduits, in, on or outside of the Property, if any, including, without limitation, the condition of the soil, subsoil, surface or other physical condition of the Property; the existence or non-existence of hazardous or toxic materials, wastes, substances or mould, including without limitation, access rights; the fitness or suitability of the Property for any particular use or purpose; applicable restrictive covenants, governmental laws, rules, regulations, and limitations; the zoning, subdivision, use, density, location or development of the Property; the necessity or availability of any rezoning, zoning variances, conditional use permits, special management area permits, building permits, environmental impact statements and other governmental permits, approvals or acts; the physical condition of the Property; the Purchased Asset's compliance with any Applicable Laws; the size, dimension, or topography of the Property; any surface, soil, geologic, drainage, flooding or groundwater conditions or other physical conditions and characteristics of or affecting the Property or adjoining land, such as drainage, flooding, air, conservation restrictions and its investment value or resale value and with all faults, limitations and defects (latent and apparent). The Purchaser agrees to accept the Purchased Assets without representation and/or warranty and without recourse to the Vendor with respect to the condition thereof. The Purchaser acknowledges that the Vendor makes no representation, warranty or declaration of any kind with respect to any aspect of the Purchased Assets (including, without limitation, any representation or warranty, express or implied, with respect to description, physical or environmental condition, size, marketability, zoning, development potential, compliance with Applicable Laws, fitness for any particular purpose) and that the Purchaser has carried out and relies on the results of its own examinations, investigations and searches with respect to the Purchased Assets. Without limiting the foregoing, the Purchaser hereby releases the Vendor with respect to any Claims the Purchaser may have arising out of or in respect of the condition (including, without limitation, the environmental condition) of the Property. The provisions of this Section 3.4 shall survive the closing of the transactions contemplated by this Agreement.

ARTICLE 4
CONDITIONS

4.1 Conditions of the Vendor. The Vendor's obligation to carry out the transactions contemplated by this Agreement is subject to the fulfilment of each of the following conditions on or before the Closing Date, which conditions are for the sole benefit of the Vendor:

(a) Representations and Warranties. The covenants, representations and warranties set out in Section 3.2 of this Agreement shall be true and accurate with the same effect as if made on and as of the Closing Date;

(b) Delivery of Documents. All documents or copies of documents required to be executed and delivered to the Vendor pursuant to the provisions of this Agreement shall have been so executed and delivered;

(c) Performance of Terms, Conditions and Covenants. All of the terms, covenants and conditions of this Agreement to be complied with or performed by the

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Purchaser on or before the Closing Date shall have been complied with or performed in all material respects; and

(d) Approval and Vesting Order. The Vendor shall have obtained the Approval and Vesting Order.

4.2 Conditions of the Purchaser. The Purchaser's obligation to carry out the transactions contemplated by this Agreement is subject to fulfilment of each of the following conditions on or before the Closing Date or such other date as may be specified, which conditions are for the sole benefit of the Purchaser:

(a) Due Diligence. On or prior to 5:00 p.m. (Toronto time) on the Due Diligence Date, the Purchaser shall have determined, in its sole and absolute discretion, to proceed with the transactions contemplated by this Agreement (and, without limiting the generality of the foregoing, the Purchaser shall be satisfied in its sole discretion with respect to all aspects of the Purchased Assets including, without limitation, the physical condition of the Property, title to the Lands, the Permitted Encumbrances, zoning and any other matters of interest to the Purchaser with respect to the Purchased Assets);

(b) Representations and Warranties. The covenants, representations and warranties set out in Section 3.1 of this Agreement shall be true and accurate with the same effect as if made on and as of the Closing Date;

(c) Delivery of Documents. All documents or copies of documents required to be executed and delivered to the Purchaser pursuant to this Agreement shall have been so executed and delivered;

(d) Performance of Terms, Covenants and Conditions. All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor on or before the Closing Date shall have been complied with or performed in all material respects; and

(e) Approval and Vesting Order. The Vendor shall have obtained the Approval and Vesting Order.

(f) Financing. This offer is conditional upon the Purchaser arranging, at the Purchasers own expense, adequate financing, satisfactory to the Purchaser in the Purchasers sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provisions for the delivery of notice in this Agreement or any Schedule thereto, not later than 5:00pm on or before the Due Diligence Date, that this condition is fulfilled, this Agreement shall become null and void and the deposit shall be returned to the Purchaser without deduction, penalty or interest. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's

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sole option by notice in writing to the Vendor as aforementioned with the time period stated herein.

(g) Reports. Any and all reports existing and in possession of the Vendor, including but not limited to: environmental, archeological, and historical, shall be provided to the Purchaser with ten (10) days of acceptance of this Agreement, provided that the Purchaser executes a letter of non-reliance in a form satisfactory to the Vendor.

4.3 Satisfaction of Conditions. Each party agrees to proceed in good faith and with promptness and diligence to attempt to satisfy those conditions in Sections 4.1 and 4.2 of this Agreement that are within its reasonable control.

4.4 Waiver of Conditions.

(1) Due Diligence Date Condition for the Benefit of the Purchaser. If by the Due Diligence Date, the Purchaser has not given Notice to the Vendor that the condition contained in Section 4.2(a) has been satisfied or waived, such condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever, each party shall be released from all of its liabilities and obligations under this Agreement and the Deposit, together with all interest accrued thereon, shall be returned to the Purchaser forthwith without deduction.

(2) Conditions for the Benefit of the Vendor. If any of the conditions set out in Section 4.1 of this Agreement are not satisfied or waived on or prior to the Closing Date, the Vendor may terminate this Agreement by Notice to the Purchaser given on or prior to the Closing Date, in which event this Agreement shall be null and void and of no further force or effect whatsoever, the Vendor shall be released from all of its liabilities and obligations under this Agreement and, unless the condition or conditions that have not been satisfied or waived were not satisfied as a result of the default of the Purchaser, the Purchaser shall also be released from all of its liabilities and obligations under this Agreement and the Deposit, together with all interest accrued thereon, shall be returned to the Purchaser forthwith without deduction. However, the Vendor may waive compliance with any of the conditions set out in Section 4.1 of this Agreement, other than the condition contained in Section 4.1(d), in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other condition contained in Section 4.1 of this Agreement in whole or in part.

(3) Closing Conditions for the Benefit of the Purchaser. If any of the conditions set out in Sections 4.2(b), 4.2(c), 4.2(d) and 4.2(e) of this Agreement are not satisfied or waived on or prior to the Closing Date, the Purchaser may terminate this Agreement by Notice to the Vendor given on or prior to the Closing Date, in which event this Agreement shall be null and void and of no further force or effect and the Purchaser shall be released from all of its liabilities and obligations under this Agreement and, unless the condition or conditions that have not been satisfied or waived were not satisfied as a result of the default of the Vendor, the Vendor shall also be released from all of its liabilities and obligations under this Agreement and the Deposit, together with all interest accrued thereon, shall be returned to the Purchaser forthwith without

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deduction. However, the Purchaser may waive compliance with any of the conditions set out in Sections 4.2(b), 4.2(c) and 4.2(d) of this Agreement in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other condition contained in Sections 4.2(b), 4.2(c), 4.2(d) and 4.2(e)of this Agreement in whole or in part.

(4) Closing Conditions. All conditions to be satisfied on Closing shall be deemed to be satisfied if Closing occurs.

4.5 Not Conditions Precedent. The conditions set out in Sections 4.1 and 4.2 of this Agreement are conditions to the obligations of the parties hereto and are not conditions precedent to the existence or enforceability of this Agreement.

4.6 Planning Act. This Agreement shall be effective to create an interest in the Lands only if the provisions of the *Planning Act* (Ontario) are complied with.

4.7 Title. The Purchaser shall have until the Due Diligence Date to investigate title to the Lands at its own cost and expense and to submit valid objections to title to the Vendor. If, on or prior to the Due Diligence Date, any valid objection to title is made in writing to the Vendor, which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, then this Agreement shall, notwithstanding any intermediate act or negotiations with respect to such objections, be null and void and of no further force or effect and the Deposit and any interest earned thereon shall be returned to the Purchaser forthwith without deduction, and the Vendor shall have no further rights against the Purchaser in respect of the matters set out in this Agreement, whether arising under this Agreement or at law or in equity. The Purchaser agrees that, on Closing, it shall: (i) accept title to the Purchased Assets pursuant to the Approval and Vesting Order and subject to the Permitted Encumbrances, whether or not such Permitted Encumbrances have been complied with; and (ii) be subject to the covenants, obligations and restrictions imposed on the owner of the Purchased Assets as set out in the Permitted Encumbrances.

4.8 Court Matters.

(1) Application for Approval and Vesting Order. The Vendor shall diligently apply to the Court for the Approval and Vesting Order as soon as reasonably possible following waiver or satisfaction of the condition contained in Section 4.2(a) of this Agreement. The Vendor shall advise the Purchaser prior to such application of the parties to whom notice of such application is to be sent and shall provide notice in accordance with the Rules of Civil Procedure or as determined by Court order.

(2) Assistance by Purchaser. The Purchaser shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably require to obtain the Approval and Vesting Order.

(3) Outside Date. This Agreement may be terminated by the Vendor or the Purchaser if the Approval and Vesting Order is not obtained by July 31st, 2013.

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ARTICLE 5
INTERIM PERIOD

5.1 **Delivery of Documents**. The Vendor shall deliver copies of the Leases and the Contracts to the Purchaser within five (5) Business Days following the date of this Agreement and from time to time as any Leases or Contracts shall come into the possession of the Vendor during the Interim Period.

5.2 **Access by Purchaser**. During the Interim Period, subject to the rights of any Tenant, the Vendor shall allow the Purchaser, its representatives and advisors to have access to the Land within 12 hours notice and access to the residence on two (2) business days prior Notice to the Vendor to allow the Purchaser to carry out such non-invasive tests, environmental audits or assessments, surveys and inspections of the Property as the Purchaser, its representatives or advisors may deem necessary. The Purchaser shall promptly repair, at its sole cost and expense, any damage to the Property caused by such tests and inspections. The Purchaser hereby indemnifies the Vendor from any Claims arising from or relating to the access to the Property granted in this Section 5.2 and, notwithstanding anything to the contrary contained in this Agreement, the Vendor shall have recourse to the Deposit to secure this indemnity.

5.3 **Governmental Authorities**. During the Interim Period, at the request of the Purchaser, the Vendor shall promptly deliver to the Purchaser letters addressed to such governmental authorities as may be requested by the Purchaser or the Purchaser's Solicitors authorizing each such authority to release to the Purchaser such information on compliance matters that the authority may have with respect to the Purchased Assets. The Purchaser shall not request any inspections of the Property by or on behalf of governmental authorities.

5.4 **Confidentiality**. The Purchaser, its representatives and advisors shall keep in strict confidence, and shall not disclose, any information obtained with respect to the Purchased Assets pursuant to this Agreement until such time as the transactions contemplated by this Agreement are completed. Notwithstanding the foregoing, the Purchaser may disclose any information obtained with respect to the Purchased Assets: (i) to its directors, shareholders, advisors, bankers and solicitors (provided such directors, shareholders, advisors, bankers and solicitors are also bound by the provisions of this Section 5.4); (ii) to the extent such information is in the public domain or is obtained from third parties other than the Vendor and its consultants; and (iii) if such disclosure is required by Applicable Laws.

5.5 **Risk**.

(a) General. The Purchased Assets shall be at the risk of the Vendor until completion of the transactions contemplated by this Agreement. If any loss or damage to the Purchased Assets or any part thereof occurs on or before the Closing Date, the Vendor shall promptly deliver a Notice (the "**Notice of Loss**") to the Purchaser specifying the nature and extent of the loss or damage.

(b) Damage Not Permitting Termination. If the extent of all losses and damage to the Purchased Assets will not cost in excess of [redacted]

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[redacted] to repair, the Purchaser shall have no right to terminate this Agreement pursuant to this Section 5.5 and the Purchaser shall complete this Agreement on the Closing Date without any reduction of the Purchase Price, the Purchaser shall receive the insurance proceeds in respect of such losses or damage and the Vendor shall release its interest in any such insurance proceeds.

(c) Damage Permitting Termination. If the extent of all losses and damage to the Purchased Assets will cost in excess of [redacted] to repair, the Purchaser may, on or before the second (2nd) Business Day following delivery of the Notice of Loss, at its option, by Notice to the Vendor elect to terminate this Agreement and the Deposit shall be returned to the Purchaser. If the Purchaser does not elect to terminate this Agreement, then the Purchaser shall complete this Agreement on the Closing Date without any reduction of the Purchase Price, the Purchaser shall receive the insurance proceeds in respect of such losses or damage and the Vendor shall release its interest in any such insurance proceeds. In addition, the Purchase Price shall be reduced by the amount of the deductible under the Vendor's insurance coverage, if the Vendor has not already paid the deductible.

5.6 **Leasing**. The Vendor shall not enter into any new Leases of the Property, renew or extent the term of any existing Leases or amend or accept a surrender of any of the Leases after the Due Diligence Date without the prior written approval of the Purchaser, which approval shall not be unreasonably withheld or delayed. The Purchaser's approval hereunder shall be deemed to have been given if no response is received from the Purchaser within three (3) Business Days following a written request by the Vendor or its representatives for approval. If the Purchaser approves or is deemed to have approved of any new Leases or any renewal or extension of the term of any existing Leases or any amendment or surrender of any Lease, the Purchaser shall be responsible for and shall indemnify and hold the Vendor harmless from and against any and all leasing commissions, tenant inducements, tenant allowances, landlord's work, free rent and other landlord obligations thereunder and, to the extent that any amount relating to the foregoing has been paid for and incurred by the Vendor prior to Closing, the Vendor shall receive an adjustment for same on Closing.

5.7 **Assumed Contracts**. On or before the Due Diligence Date, the Purchaser shall advise the Vendor in writing of which Contracts, if any, the Purchaser wishes to assume on Closing. The Assumed Contracts, together with the Required Contracts, shall be assigned to the Purchaser pursuant to the Assignment and Assumption of Contracts. All other Contracts shall be terminated by the Vendor on or before the Closing Date, at the Vendor's expense.

ARTICLE 6
CLOSING ARRANGEMENTS

6.1 **Electronic Registration**. The Purchaser's Solicitors and the Vendor's Solicitors shall each be obliged to be authorized electronic registration (**"E-Reg"**) users and in good standing with the Law Society of Upper Canada, and are hereby authorized by the parties hereto to enter into a document registration agreement (the **"DRA"**), in the form adopted by the Joint LSUC-

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CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 or any replacement thereof, with such amendments as are required to incorporate any agreement between the parties as to the co-ordination of the Closing and/or as the Vendor's Solicitors and the Purchaser's Solicitors may agree, acting reasonably, establishing the procedures and timing for completing the transactions contemplated by this Agreement, which DRA shall be exchanged between the Vendor's Solicitors and the Purchaser's Solicitors prior to the Closing Date. The delivery and exchange of all Closing Documents and other deliverables hereunder and the release hereof to the parties hereto shall be governed by the DRA, pursuant to which the solicitor receiving any Closing Documents or other deliverables will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the DRA. Notwithstanding Section 4 of the Joint LSUC-CBAO form of DRA, the release of deliveries shall not happen until all of the real property registrations (i.e. registration of the Approval and Vesting Order) have been completed.

6.2 **Documents of the Vendor**. The Vendor shall deliver to the Purchaser the following documents and other items on the Closing Date:

(a) Approval and Vesting Order and Transfer. A copy of the Approval and Vesting Order and the transfer/deed for the Property pursuant to the provisions of the Approval and Vesting Order;

(b) Certificate of the Vendor. A certificate of the Vendor certifying that each of the Persons comprising the Vendor are not a non-resident within the meaning of Section 116 of the *Income Tax Act* (Canada);

(c) Assignment and Assumption of Leases. The Assignment and Assumption of Leases, duly executed by the Vendor;

(d) Assignment and Assumption of Contracts. If applicable, the Assignment and Assumption of Contracts, duly executed by the Vendor;

(e) Re-adjustment Agreement. The Re-adjustment Agreement, duly executed by the Vendor; and

(f) Keys. All keys and entry devices with respect to the Property and the combinations to any locks or vaults, if applicable.

6.3 **Documents of the Purchaser.** The Purchaser shall deliver to the Vendor the following documents on the Closing Date:

(a) Balance of the Purchase Price. A certified cheque, bank draft or wire transfer of immediately available funds payable to the Vendor or as the Vendor may in writing direct in the amount of the balance of the Purchase Price determined in accordance with Section 2.3(c) of this Agreement;

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(b) Assignment and Assumption of Leases. The Assignment and Assumption of Leases, duly executed by the Purchaser;

(c) Assignment and Assumption of Contracts. If applicable, the Assignment and Assumption of Contracts, duly executed by the Purchaser;

(d) Re-adjustment Agreement. The Re-adjustment Agreement, duly executed by the Purchaser; and

(e) HST. The declaration and undertaking described in Section 6.4 of this Agreement, duly executed by the Purchaser.

6.4 Taxes and Fees.

(1) General. The Purchaser shall be responsible for any land transfer tax, harmonized sales tax and registration fees payable in connection with registration of the Approval and Vesting Order. Each party shall pay its own legal fees with respect to the transactions contemplated by this Agreement.

(2) HST. With respect to the purchase by the Purchaser of the Purchased Assets, the Purchaser hereby represents and warrants to the Vendor that:

(a) it is, or will on the Closing Date be, registered for the purposes of the harmonized sales tax imposed under the *Excise Tax Act* (Canada);

(b) the Purchaser shall be liable for, shall self-assess and, if applicable, remit directly to the Receiver General of Canada, all harmonized sales tax that is payable under the *Excise Tax Act* (Canada) in connection with the purchase of the Lands described in this Agreement; and

(c) the representations and warranties contained in this Section 6.4(2) shall survive the Closing and be embodied in a declaration and undertaking of the Purchaser to be delivered to the Vendor on Closing specifying the Purchaser's HST registration number.

ARTICLE 7
MISCELLANEOUS

7.1 Tender. Unless expressly stated otherwise in this Agreement, any tender of documents or money may be made upon the party being tendered or upon its solicitors and money may be tendered by certified cheque, bank draft or wire transfer of immediately available funds.

7.2 Relationship of the Parties. Nothing in this Agreement shall be construed so as to make the Purchaser a partner of the Vendor and nothing in this Agreement shall be construed so as to make the Purchaser an owner of the Purchased Assets for any purpose until the Closing Date.

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7.3 Notices.

(1) Addresses for Notice. Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement (a "**Notice**") shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on the date of delivery if it is delivered by a recognized courier service or sent by facsimile to the parties at the applicable address set forth below:

(a) in the case of the Vendor addressed to it at:

Grant Thornton Limited

Attention: Jonathan Krieger

Email: **jonathan.krieger@ca.gt.com**

(b) in the case of the Purchaser addressed to it at:

RE/MAX All-Stars Realty Inc., Brokerage

Attention: **Glen Buchanan**
Facsimile: **905-852-5696**
Email: glen@glenbuchanan.ca

(2) Change of Address for Notice. By giving to the other party at least three (3) days' Notice, any party may, at any time and from time to time, change its address for delivery or communication for the purposes of this Section 7.3.

7.4 Dispute Resolution. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the Court over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto shall be brought within the proceedings commenced in connection with the appointment of the Receiver to be heard and determined by way of summary adjudication in such proceedings or any of the competent Ontario courts taking appeals therefrom. Notwithstanding the foregoing, each of the parties hereto confirms that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

7.5 Lawyers as Agents. Notices, approvals, waivers and other documents permitted, required or contemplated by this Agreement may be given or delivered by the parties or by their respective solicitors on their behalf.

7.6 Assignment. This Agreement and the benefit of all covenants contained herein and any documents delivered or interests created pursuant to the terms hereof shall not be assigned by the

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Purchaser without the consent of the Vendor, which consent may be granted or withheld in the sole and absolute discretion of the Vendor.

7.7 **Successors and Assigns**. This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

7.8 **No Registration of Agreement**. The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement against title to the Lands.

7.9 **Planning Act**. This Agreement and the transactions contemplated by this Agreement are subject to compliance with Section 50 of the *Planning Act* (Ontario) at the Purchaser's expense.

7.10 **No personal Liability of Vendor**. The Receiver is signing this Agreement in its capacity as receiver and manager of the assets and undertaking of **F.L. Securities Inc.** , and the Purchaser acknowledges and agrees that the Receiver, and its agents, directors, officers and employees, shall have no personal liability under, as a result of or in connection with any obligations of **F.L. Securities Inc.** (and anyone for whom it is in law responsible) under this Agreement. The Purchaser shall have no recourse in respect of this Agreement against any property or assets except for an unsecured claim against **F.L. Securities Inc.**'s assets.

7.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or other form of electronic communication reproducing an original and the parties adopt any signatures received by such electronic communication as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the executed copy of this Agreement which was so electronically communicated.

[Signature page follows.]

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IN WITNESS WHEREOF the parties have executed this Agreement.

F.L. Securities Inc.]in its capacity as General Partner of Mill Street Limited Partnershipby Grant Thornton Limited, solely in its capacity as receiver and manager of the assets, undertakings and remaining properties of F.L. Securities Inc., and not in its personal capacity

By: ______________________
Name: J. KRIEGER
Title: SR. VICE PRESIDENT

I/We have authority to bind the corporation

KAMS Consulting Inc.

By: ______________________
Name: KEN SHERWOOD
Title:

By: ______________________
Name:
Title:

I/We have authority to bind the corporation

SCHEDULE "A"

LANDS

62 Mill St, Uxbridge Ontario comprising of approx 3.74 acres

also know as:

LTS 5 & 488-1/2 BTN BLKS BBB & CCC, LTS 484, 485, 486, 487, 487-1/2, BLK BBB, LTS 525, 526 & 527 BLK FFF, & PT LT 491/1/2 BLK CCC, PL 83, AS IN D422280 ; UXBRIDGE.

PCL 6-28-4 SEC UXBRIDGE; *LT 533-1/2* MUNICIPAL PL 83, LTS 528, 529 & PT LT 527 BLK FFF & PT ORCHARD ST, PL H-50065, IN THE TOWNSHIP OF UXBRIDGE, IN THE REGIONAL MUNICIPALITY OF DURHAM, FORMERLY THE TOWNSHIP OF UXBRIDGE & THE TOWN OF UXBRIDGE, COUNTY OF ONTARIO, PT 1, 40R10313; *AMENDED 99 08 27 BY T.CUTLER TOWNSHIP OF UXBRIDGE

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SCHEDULE "B"

PERMITTED ENCUMBRANCES

General

1. The reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown including, without limitation, the reservation of any mines and minerals in the Crown or in any other person.

2. Subdivision agreements, site plan control agreements, servicing or industrial agreements, utility agreements, airport zoning regulations and other similar agreements with government authorities or private or public utilities affecting the development or use of the Lands.

3. Encumbrances respecting minor encroachments by the Lands over neighbouring lands or by improvements on neighbouring lands and/or permitted under agreements with the owners of such other lands.

4. Title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use or marketability of the Lands for the purposes for which it is presently used.

5. Any easements or rights of way in favour of any governmental authority, any private or public utility, any railway company or any adjoining owner.

6. The exceptions and qualifications contained in Section 44(1) of the *Land Titles Act* (Ontario), except paragraphs 1, 2, 3, 5, 6, 8, 9, 11 and 14, provincial succession duties and escheats and forfeiture to the Crown.

7. Liens for taxes, rates, assessments or governmental charges or levies not yet due and payable.

8. Any unregistered easements, rights-of-way or other unregistered interests or claims not disclosed by registered title in respect of the provision of utilities to the Lands.

9. Any rights of expropriation, access or use or any other similar rights conferred or reserved by or in any statutes of Canada or the Province of Ontario.

10. The Leases.

Specific

[All registrations on title to the Property as of the date of this Agreement to be inserted, other than mortgages and other financial encumbrances.]

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SCHEDULE "C"

REQUIRED CONTRACTS

None

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OREA Ontario Real Estate Association Amendment to Agreement of Purchase and Sale

Toronto Real Estate Board

BETWEEN BUYER: Kams Consulting Inc.

AND SELLER: F.L. Securities Inc. in its capacity as General Partner of Mill Street Limited Partnership

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 20 day of February, 20 13,

concerning the property known as 62 Mill St. Uxbridge Ont

as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

Delete:

Buyer: KAMS Consulting Inc.

This offer is conditional upon the Purchaser arranging, at the Purchasers own expense, adequate financing, satisfactory to the Purchaser in the Purchasers sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provisions for the delivery of notice in this Agreement, or any Schedule thereto, not later than 5:00p.m. on or before the Due Diligence Date, that this condition is fulfilled, this Agreement shall become null and void and the deposit shall be returned to the Purchaser without deduction, penalty to interest. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the vendor as Aforementioned with the time period stated herein.

On or Prior to 5:00 p.m. (Toronto Time) on the Due Diligence Date, the purchaser shall have determined, in its sole and absolute discretion, to proceed with the transactions contemplated by this Agreement (and, without limiting the generality of the foregoing, the Purchaser shall be satisfied in its sole discretion with respect to all aspects of the Purchased Assets including, without limitation, the physical condition of the Property, title to the Lands, the Permitted Encumbrances, zoning and any other matters of interest to the Purchaser with respect to the Purchased Assets);

Insert:

Buyer: 2373521 Ontario Corp.

This offer is conditional upon the Purchaser arranging, at the Purchasers own expense, adequate financing, satisfactory to the Purchaser in the Purchasers sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provisions for the delivery of notice in this Agreement, or any Schedule thereto, not later than 5:00p.m. June 11th, 2013 that this condition is fulfilled, this Agreement shall become null and void and the deposit shall be returned to the Purchaser without deduction, penalty to interest. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the vendor as Aforementioned with the time period stated herein.

On or Prior to 5:00 p.m. (Toronto Time) on June 11th, 2013 the purchaser shall have determined, in its sole and absolute discretion, to proceed with the transactions contemplated by this Agreement (and, without limiting the generality of the foregoing, the Purchaser shall be satisfied in its sole discretion with respect to all aspects of the Purchased Assets including, without limitation, the physical condition of the Property, title to the Lands, the Permitted Encumbrances, zoning and any other matters of interest to the Purchaser with respect to the Purchased Assets);

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer (Seller/Buyer) until 10:00 p.m. on the 22 day of May, 20 13, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Buyer/Seller) (Seal) DATE May 22/13

(Witness) (Buyer/Seller) (Seal) DATE

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Buyer/Seller) GRANT THORNTON LIMITED IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF F.L. SECURITIES INC. (Seal) DATE may 22/13

(Witness) (Buyer/Seller) AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY (Seal) DATE

The Undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Amendment to Agreement with all changes both typed and written was finally accepted by all parties at 5:30 ~~a.m.~~/p.m. this 22ND day of MAY, 20 13

(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) DATE

(Seller) DATE

Address for Service

Tel.No.

Seller's Lawyer

Address

Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) DATE

(Buyer) DATE

Address for Service

Tel.No.

Buyer's Lawyer

Address

Tel.No. FAX No.

APPENDIX "4"

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

26838-0207 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR ESEaron1
ON 2013/07/11 AT 13:56:39

PROPERTY DESCRIPTION: PCL 6-28-4 SEC UXBRIDGE; *LT 533-1/2* MUNICIPAL PL 83, LTS 528, 529 & PT LT 527 BLK FFF & PT ORCHARD ST, PL H-50065, IN THE TOWNSHIP OF UXBRIDGE, IN THE REGIONAL MUNICIPALITY OF DURHAM, FORMERLY THE TOWNSHIP OF UXBRIDGE & THE TOWN OF UXBRIDGE, COUNTY OF ONTARIO, PT 1, 40R10313; *AMENDED 99 08 27 BY T.CUTLER; TOWNSHIP OF UXBRIDGE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1999/08/09

OWNERS' NAMES
F.L. SECURITIES INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1999/08/09 ON THIS PIN*						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/08/09						
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) ***						
UX8041	1955/09/21	BYLAW				C
CO50965	1957/02/22	BYLAW				C
40R10313	1987/05/15	PLAN REFERENCE				C
DR895235	2010/05/04	TRANSFER	$1,235,000	THE FITZHENRY FAMILY FOUNDATION	F.L. SECURITIES INC.	C
	REMARKS: PLANNING ACT STATEMENTS					
DR958943	2010/12/17	CHARGE	$656,250	F.L. SECURITIES INC.	FIRST LEASIDE NOMINEE SERVICES INC.	C
DR1012575	2011/07/29	NOTICE	$2	FIRST LEASIDE NOMINEE SERVICES INC.	F.L. SECURITIES 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.

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Ontario ServiceOntario

LAND
REGISTRY
OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

26838-0223 (LT)

PREPARED FOR ESEaron1
ON 2013/07/11 AT 13:55:41

* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LTS 5 & 488-1/2 BTN BLKS BBB & CCC, LTS 484, 485, 486, 487, 487-1/2, BLK BBB, LTS 525, 526 & 527 BLK FFF, & PT LT 491/1/2 BLK CCC, PL 83, AS IN D422280 ; UXBRIDGE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1999/08/09

OWNERS' NAMES
F.L. SECURITIES INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1999/08/09 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/08/09						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 1999/08/09 **						
CO192201	1969/12/12	BYLAW				C
D494880	1997/06/06	BYLAW				C
DR895235	2010/05/04	TRANSFER	$1,235,000	THE FITZHENRY FAMILY FOUNDATION	F.L. SECURITIES INC.	C
REMARKS: PLANNING ACT STATEMENTS						
DR954379	2010/11/30	BYLAW		THE CORPORATION OF THE TOWNSHIP OF UXBRIDGE		C
REMARKS: DESIGNATES PROPERTY AS BEING OF ARCHITECTURAL AND HISTORICAL VALUE OR INTEREST						
DR1011611	2011/07/27	CHARGE	$656,250	F.L. SECURITIES INC.	FIRST LEASIDE NOMINEE SERVICES 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.

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Ontario ServiceOntario

LAND
REGISTRY
OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

26838-0223 (LT)

PREPARED FOR ESEaron1
ON 2013/07/11 AT 13:55:41

* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
DR1012575	2011/07/29	NOTICE	$2	FIRST LEASIDE NOMINEE SERVICES INC.	F.L. SECURITIES 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.

APPENDIX “5”

FIRST LEASIDE GROUP

SEARCH OVERVIEW

SECURITY SEARCHES

PPSA means the Ontario *Personal Property Security Act*

Name Searched	PPSA[1]
F.L. Securities	**See Appendix A**
Mill Street Limited Partnership	**See Appendix A**

[1] Current to July 16, 2013

Appendix A

***Personal Property Security Act* (Ontario)**

C means Consumer Goods, **I** means Inventory, **E** means Equipment, **A** means Accounts, **O** means Other, **M** means Motor Vehicle Included
Collateral Description intends to be an abridgement; see search printout for full collateral description (including serial numbers and itemized collateral)
VIN means one or more specific motor vehicles have been set out in the Motor Vehicle Section – see search printout for vehicle identification numbers
Other Comments intends to capture amendments, partial discharges, etc.
The order of registration set out below is not necessarily indicative of the priority of registration
The first eight digits of the Registration Number denote the year, month and day of registration

Current to July 16, 2013

F.L. SECURITIES INC.
MILL STREET LIMITED PARTNERSHIP

Secured Party	File Number	Registration Number	Collateral Classification						Collateral Description	VIN	Term (Years)	Debtor	Other Comments
			C	I	E	A	O	M					
1. Margaret Davis 430 Durham Road 8 Uxbridge, ON L9P 1R1	681464331	i) 20120914 1609 1590 7653		X	X				All furniture, fixtures, goods and chattels of First Leaside Securities Inc. and FL Securities Inc. on the premises known as 430 Regional Road #8, Uxbridge, Ontario L9P 1R1.		3 years	F.L. Securities Inc.	
2. First Leaside Nominee Services Inc. 430 Regional Road #8, RR 1 Uxbridge, ON L9P 1R1	666634779	i) 20101217 1335 1590 3805			X	X	X		Security documentation relating to the property located at 62 Mill Street, Uxbridge, Ontario		6 years	Mill Street Limited Partnership and F.L. Securities Inc.	

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Secured Party	File Number	Registration Number	Collateral Classification						Collateral Description	VIN	Term (Years)	Debtor	Other Comments
			C	I	E	A	O	M					
3. Pitney Bowes Global Financial Services 5500 Explorer Drive Mississauga, ON L4W 5C7	663915204	i) 20100824 1435 8077 0490			X				Photocopier, coverbind		6 years	F.L. Securities Inc.	No fixed maturity date

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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : F.L. SECURITIES INC.

FILE CURRENCY : 15JUL 2013

ENQUIRY NUMBER 20130716092813.71 CONTAINS 5 PAGE(S), 3 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

BLAKE, CASSELS & GRAYDON LLP (ATTN: FINANCIAL SERVICES/L KOM
IS)
199 BAY STREET, SUITE 4000
TORONTO ON M5L 1A9

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj2 11/2008)

Ontario

CONTINUED... 2

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RUN NUMBER : 197
RUN DATE : 2013/07/16
ID : 20130716092813.71

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : F.L. SECURITIES INC.
FILE CURRENCY : 15JUL 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 681464331

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20120914 1609 1590 7653	P PPSA	3

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: F.L. SECURITIES INC. — ONTARIO CORPORATION NO. 760619
04 ADDRESS: 430 DURHAM ROAD 8 UXBRIDGE ON L9P 1R1

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: MARGARET DAVIS
09 ADDRESS: 430 DURHAM ROAD 8 UXBRIDGE ON L9P 1R1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X						

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION: ALL FURNITURE,FIXTURES, GOODS, AND CHATTELS OF FIRST LEASIDE
14 SECURITIES INC. AND FL SECURITIES INC. ON THE PREMISES KNOWN AS 430
15 REGIONAL ROAD #8,UXBRIDGE, ONTARIO L9P 1R1.

16 REGISTERING AGENT: DICKINSON WRIGHT LLP (LC)
17 ADDRESS: 222 BAY STREET, 18TH FLOOR, PO BOX 124 TORONTO ON M5K 1H1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
K. [signature]
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : F.L. SECURITIES INC.
FILE CURRENCY : 15JUL 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 666634779

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	1		20101217 1335 1590 3805	P PPSA	6

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

02 DEBTOR
03 NAME BUSINESS NAME MILL STREET LIMITED PARTNERSHIP
ONTARIO CORPORATION NO.
04 ADDRESS 430 REGIONAL ROAD #8, RR 1 UXBRIDGE ON L9P 1R1

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR
06 NAME BUSINESS NAME F.L. SECURITIES INC.
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FIRST LEASIDE NOMINEE SERVICES INC.
09 ADDRESS 430 REGIONAL ROAD #8, RR 1 UXBRIDGE ON L9P 1R1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X	X	X					

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE

13 GENERAL SECURITY DOCUMENTATION RELATING TO THE PROPERTY LOCATED AT 62 MILL
14 COLLATERAL STREET, UXBRIDGE, ONTARIO
15 DESCRIPTION

16 REGISTERING AGENT CASSELS BROCK & BLACKWELL LLP (PM/YR 33695-13/JO)
17 ADDRESS SUITE 2100, 40 KING STREET WEST TORONTO ON M5H 3C2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
K. [signature]
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

RUN NUMBER : 197
RUN DATE : 2013/07/16
ID : 20130716092813.71

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : F.L. SECURITIES INC.
FILE CURRENCY : 15JUL 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
663915204

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	001		20100824 1435 8077 0490	P PPSA	6

02 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03 BUSINESS NAME: F.L. SECURITIES INC — ONTARIO CORPORATION NO.
04 ADDRESS: 430 DURHAM ROAD #8 UXBRIDGE ON L9P 1N1

05 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: PITNEY BOWES GLOBAL FINANCIAL SERVICES
09 ADDRESS: 5500 EXPLORER DRIVE MISSISSAUGA ON L4W 5C7

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X						X

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL PHOTOCOPIER, COVERBIND
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: REGISTRY = RECOVERY INC.
17 ADDRESS: 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
K. [signature]
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

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RUN NUMBER : 197
RUN DATE : 2013/07/16
ID : 20130716092813.71

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(10947)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : F.L. SECURITIES INC.
FILE CURRENCY : 15JUL 2013

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
681464331	20120914 1609 1590 7653			
666634779	20101217 1335 1590 3805			
663915204	20100824 1435 8077 0490			

3 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj2 11/2008)

Ontario

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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : MILL STREET LIMITED PARTNERSHIP

FILE CURRENCY : 15JUL 2013

ENQUIRY NUMBER 20130716092813.95 CONTAINS 3 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

BLAKE, CASSELS & GRAYDON LLP (ATTN: FINANCIAL SERVICES/L KOM
IS)
199 BAY STREET, SUITE 4000
TORONTO ON M5L 1A9

CERTIFIED BY/CERTIFIÉES PAR
K. —— [signature]
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj2 11/2008)

CONTINUED... 2

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MILL STREET LIMITED PARTNERSHIP
FILE CURRENCY : 15JUL 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 666634779

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	1		20101217 1335 1590 3805	P PPSA	6

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: MILL STREET LIMITED PARTNERSHIP — ONTARIO CORPORATION NO.
04 ADDRESS: 430 REGIONAL ROAD #8, RR 1 UXBRIDGE ON L9P 1R1

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: F.L. SECURITIES INC. — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: FIRST LEASIDE NOMINEE SERVICES INC.
09 ADDRESS: 430 REGIONAL ROAD #8, RR 1 UXBRIDGE ON L9P 1R1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X	X	X					

11 MOTOR 12 VEHICLE — YEAR MAKE / MODEL / V.I.N.

13 GENERAL 14 COLLATERAL 15 DESCRIPTION: SECURITY DOCUMENTATION RELATING TO THE PROPERTY LOCATED AT 62 MILL STREET, UXBRIDGE, ONTARIO

16 REGISTERING AGENT: CASSELS BROCK & BLACKWELL LLP (PM/YR 33695-13/JO)
17 ADDRESS: SUITE 2100, 40 KING STREET WEST TORONTO ON M5H 3C2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
K. —
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

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RUN NUMBER : 197
RUN DATE : 2013/07/16
ID : 20130716092813.95

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MILL STREET LIMITED PARTNERSHIP
FILE CURRENCY : 15JUL 2013

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
666634779	20101217 1335 1590 3805			

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
K. [signature]
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj2 11/2008)

Ontario

164