

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

B E T W E E N:

MARSHALLZEHR GROUP INC.

APPLICANT

-and-

FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION

RESPONDENT

**AFFIDAVIT OF DAWN VIVEIROS
SWORN MAY 6th, 2021**

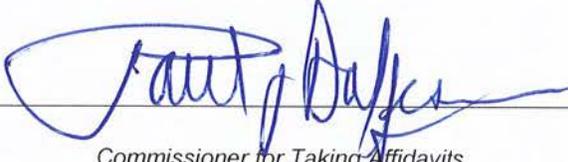
I, Dawn Viveiros, law clerk to Paul J. Daffern, counsel for 1267989 Ontario Inc. o/a Duncan Drywall and counsel for Jeff McKeever Plumbing and Contracting MAKE OATH AND SAY:

1. I conducted a title search for Mr. Daffern of the land known by its PIN number of 58831-1862 LT and described in more detail in Schedule "A" to this my Affidavit;
2. An abstract of title for this property was originally printed by me on 2020/03/04. A copy of this Abstract is **Exhibit "A"** to my Affidavit.
3. The Abstract indicates that a company known as 2293420 Ontario Inc. owned this land until December 19, 2013. A Notice of Subdivision Agreement was registered on March 6, 2012.

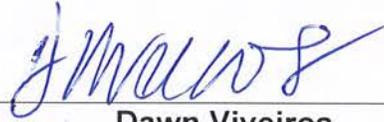
4. On December 19, 2013, 2293420 Ontario Inc. transferred title to this land to Fernwood Developments (Ontario) Corporation for four million dollars (\$4,000,000.00). A copy of the Transfer which was registered as Instrument No. SC1107323 on December 12, 2013, is **Exhibit "B"** to my Affidavit.
5. The Land Transfer Tax Statement related to the Transfer/Deed that is Exhibit "B" to my Affidavit was made by Jordan Zukowski who stated that the consideration paid was \$600,000.00 in cash and by a mortgage given back by Fernwood to the vendor for \$3,400,000.00. A copy of the Land Transfer Tax Statement is **Exhibit "C"** to my Affidavit.
6. On the same day, a mortgage was given by Fernwood to MarshallZehr Group Inc. for \$15,000,000.00. A copy of this Charge which was registered as Instrument No. SC1107324 is **Exhibit "D"** to my Affidavit.
7. **Exhibit "D"** includes a Schedule "A" that provides that \$3,400,000.00 of the mortgage would consist of the Vendor Take Back portion of the purchase price.
8. **Exhibit "D"** further provides that \$13,750,000.00 of the mortgage was to be used first for the initial costs of the development of the property, then to payout. Transfer 1 (\$3,400,000.00 VTB) and then for progress of construction on the property. On December 19, 2013 Fernwood also assigned the rents to MarshallZehr Group. **Exhibit "E"**.
9. I have made this Affidavit in response to the motion of RSM for court approval of the sale of the land returnable on May 10, 2021.

AFFIDAVIT OF ROBERT DUNCAN

SWORN BEFORE ME at the
City of Barrie, in the County of Simcoe,
This 6th day of May, 2021



Commissioner for Taking Affidavits
(or as may be)



Dawn Viveiros

SCHEDULE "A"

PROPERTY DESCRIPTION

PART OF BLOCK 6, PLAN 51M983, PART 3 PLAN 51R40027; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 51R40027 AS IN SC1189600; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS SIMCOE STANDARD CONDOMINIUM PLAN NUMBER 420 AS IN SC1354411; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 51R40027 IN FAVOUR OF SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AS IN SC1354411; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 51R40027 IN FAVOUR OF SIMCOE STANDARD COMDOMINIUM PLAN NO. 420 AS IN SC1496430; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS SIMCOE STANDARD CONDOMINIUM PLAN NUMBER 420 AS IN SC1496430; CITY OF BARRIE

This is **Exhibit "A"** referred to in the Affidavit of **DAWN VIVEIROS** sworn before me this 6th day of May, 2021.



PAUL J. DAFFERN

A Commissioner for Taking Affidavits, etc.

LAND
REGISTRY
OFFICE #51

58831-1862 (LT)

PAGE 1 OF 2
PREPARED FOR dviveiros
ON 2020/03/04 AT 11:50:47

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

PROPERTY DESCRIPTION: PART OF BLOCK 6, PLAN 51M983, PART 3 PLAN 51R40027; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 51R40027 AS IN SC1189600; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS SIMCOE STANDARD CONDOMINIUM PLAN NUMBER 420 AS IN SC1354411; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 51R40027 IN FAVOUR OF SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AS IN SC1354411; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 51R40027 IN FAVOUR OF SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AS IN SC1496430; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS SIMCOE STANDARD CONDOMINIUM PLAN NUMBER 420 AS IN SC1496430; CITY OF BARRIE

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2011/05/12.

ESTATE/QUALIFIER: FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY: DIVISION FROM 58831-1859

PIN CREATION DATE: 2018/03/12

OWNERS' NAMES: FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION

CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2018/03/12 **						
**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. **						
51M983	2012/02/17	PLAN SUBDIVISION	\$84			C
SC966830	2012/03/06	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF BARRIE	2293420 ONTARIO INC.	C
SC1107323	2013/12/19	TRANSFER	\$4,000,000	2293420 ONTARIO INC.	FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION	C
SC1107324	2013/12/19	CHARGE	\$15,000,000	FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION	MARSHALLZEHR GROUP INC.	C
SC1107325	2013/12/19	NO ASSGN RENT GEN		FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION	MARSHALLZEHR GROUP INC.	C
REMARKS: SC1107324						
SC1129838	2014/05/12	NOTICE	\$2	THE CORPORATION OF THE CITY OF BARRIE		C
REMARKS: DEVELOPMENT AGREEMENT						
SC1129839	2014/05/12	POSTPONEMENT		MARSHALLZEHR GROUP INC.	THE CORPORATION OF THE CITY OF BARRIE	C
REMARKS: SC1107324 TO SC1129838						
SC1189600	2015/01/26	TRANSFER EASEMENT	\$2	FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION	ENBRIDGE GAS DISTRIBUTION INC.	C
SC1189601	2015/01/26	POSTPONEMENT		MARSHALLZEHR GROUP INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
REMARKS: SC1107324 TO SC1189600						
51R40027	2015/07/06	PLAN REFERENCE				C
SCP420	2016/10/24	STANDARD CONDO PLN				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
SC1354411	2016/10/24	CONDO DECLARATION		FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION		C
SC1372009	2016/12/15	NOTICE REMARKS: SC1107324	\$2	FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION	MARSHALLZEHR GROUP INC.	C
SC1544840	2018/10/01	NOTICE REMARKS: SC1107324	\$2	FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION	MARSHALLZEHR GROUP INC.	C
SC1607451	2019/07/10	LIEN REMARKS: TAX LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
SC1652190	2019/12/31	DISCHARGE INTEREST REMARKS: SC1607451.		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
SC1661911	2020/02/13	CONSTRUCTION LIEN	\$173,489	MCKEVER, JEFFERY		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.

Properties

PIN 58831 - 1862 LT
Description PART OF BLOCK 6, PLAN 51M983, PART 3 PLAN 51R40027; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 51R40027 AS IN SC1189600; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS SIMCOE STANDARD CONDOMINIUM PLAN NUMBER 420 AS IN SC1354411; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 51R40027 IN FAVOUR OF SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AS IN SC1354411; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 51R40027 IN FAVOUR OF SIMCOE STANDARD CONDOMINIUM PLAN NO. 420 AS IN SC1496430; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS SIMCOE STANDARD CONDOMINIUM PLAN NUMBER 420 AS IN SC1496430; CITY OF BARRIE
Address BARRIE

Consideration

Consideration \$173,489.63

Claimant(s)

Name MCKEVER, JEFFERY
Address for Service 8889 Smith Road
 R.R.#1
 Utopia, ON
 L0M 1T0

I am the lien claimant and the facts stated in the claim for lien are true.

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

Statements

Name and Address of Owner Fernwood Developments (Ontario) Corporation, 490 York Road, Building E, Unit 1, Guelph, ON N1E 6V1
 Name and address of person to whom lien claimant supplied services or materials Jordan Cicarl, 490 York Road, Building E, Unit 1, Guelph, ON N1E 6V1
 Time within which services or materials were supplied from 2017/06/23 to 2020/02/13
 Short description of services or materials that have been supplied Plumbing to new development consisting of 7 new units. Contract price or subcontract price \$211,989.63
 Amount claimed as owing in respect of services or materials that have been supplied \$173,489.63

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
 Schedule: The lien claimant is Jeffery McKeever, carrying on business as Jeff McKeever Plumbing and Contracting.

Signed By

Timothy Donald Fountain	202-151 Ferris Lane Barrie L4M 6C1	acting for Applicant(s)	First Signed	2020 02 13
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Tel 705-792-9200

Fax 705-792-6911

Timothy Donald Fountain	202-151 Ferris Lane Barrie L4M 6C1	acting for Applicant(s)	Last Signed	2020 02 19
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Tel 705-792-9200

Fax 705-792-6911

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

Submitted By

BARRISTON LLP	202-151 Ferris Lane Barrie L4M 6C1	2020 02 19
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Tel 705-792-9200

Fax 705-792-6911

Fees/Taxes/Payment

Statutory Registration Fee	\$65.05
Total Paid	\$65.05

File Number

Claimant Client File Number : 94767

This is **Exhibit "B"** referred to in the Affidavit of
DAWN VIVEIROS sworn before me this 6th day
of May, 2021.



PAUL J. DAFFERN

A Commissioner for Taking Affidavits, etc.

Properties

PIN 58831 - 1813 LT *Interest/Estate* Fee Simple
Description BLOCK 6, PLAN 51M983; CITY OF BARRIE
Address SIMCOE

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 FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION
Address for Service 5556 5th Line, R. R. #1
 Rockwood, Ontario, N0E 2K0

I, Jordan Zukowski, 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 MARSHALLZEHR GROUP INC.
Address for Service 465 Phillip Street #206
 Waterloo, Ontario, N2L 6C7

Statements

Schedule: See Schedules

Provisions

Principal \$15,000,000.00 *Currency* CDN
Calculation Period See Schedule
Balance Due Date 2016/01/01
Interest Rate See Schedule
Payments
Interest Adjustment Date 2013 12 19
Payment Date 1st day of each month
First Payment Date 2014 02 01
Last Payment Date 2016 01 01
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor

Signed By

Charlotte Ann Langill 31 Union Street East acting for Chargor Signed 2013 12 19
 Waterloo (s)
 N2J 1B8

Tel 519-576-0460

Fax 519-576-3234

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

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP 31 Union Street East 2013 12 19
 Waterloo
 N2J 1B8

Tel 519-576-0460

Fax 519-576-3234

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargor Client File Number :	68575
Chargee Client File Number :	68575

SCHEDULE "A"

1. Security

This Charge is given as continuing collateral security for the due payment and performance by Fernwood Developments (Ontario) Corporation (the "Borrower") of all indebtedness, covenants, obligation and agreements of the Borrower set out in the mortgage commitment entered into among the Borrower, MarshallZehr Group Inc. as lender (the "Lender") and Jordan Zukowski and Rudi Zukowski, as guarantors (the "Guarantors") dated December 5, 2013, as amended from time to time (the "Commitment").

Notwithstanding the principal amount of this Charge, the Lender shall only be obligated to advance funds to the Borrower as provided for under the terms and provisions of this Charge and the Commitment.

2. Tranche 1 and Tranche 2

This Charge shall be comprised of two tranches.

Tranche 1 will have a principal amount of \$3,400,000.00 and shall be used to acquire the property described in this Charge (the "Property"). The Borrower acknowledges and agrees that Tranche 1 consists of and includes the vendor take back portion of the purchase price to acquire the Property and that the vendor will be part of a consortium of investors in this Charge who are all represented by the Chargee as mortgage administrator.

Tranche 2 shall have a total principal amount of \$13,750,000.00 and shall be used first for initial costs associated with the development of the Property, then to payout and retire Tranche 1 and then for progress of construction on the Property. All advances shall be made according with the terms of the Commitment and are subject to deduction of all fees and expense as set out in the Commitment.

3. Term and Payments

Tranche 1 of the Charge shall have a term ending on April 18, 2014 (the "Tranche 1 Maturity Date") and shall be paid in full notwithstanding other terms or provisions of this Charge.

Tranche 2 of this Charge shall have a term ending on December 18, 2015 (the "Tranche 2 Maturity Date").

There shall be no regularly scheduled principal repayments and the entire outstanding principal amount of Tranche 1 shall become due and payable on the Tranche 1 Maturity Date and the principal amount of Tranche 2 shall become due and payable on the Tranche 2 Maturity Date.

4. Interest

(a) Tranche 1. Except as set out below, interest shall be paid on all Tranche 1 amounts outstanding under this Charge at the rate of eight (8%) percent per annum calculated and compounded monthly, provided that if the principal amount of Tranche 1 is successfully repaid on or before the Tranche 1 Maturity Date from the Tranche 2 advance as provided for herein, the Tranche 1 interest shall be forgiven.

(b) Tranche 2. Except as set out below, interest shall be paid on all Tranche 2 amounts outstanding under this Charge at the rate of 12.0% per annum calculated and compounded monthly with interest only payments paid monthly from the Interest Reserve. Upon full depletion of the Interest Reserve, interest is to be paid monthly first from the Construction Reserve, and secondly from the Borrower's own resources.

Provided that, the final month of the term, commencing on the first day of the month immediately prior to the Maturity Date, shall be the beginning of the "Wrap Up Period" and

the principal amount of Tranche 2 shall bear interest at the rate of twenty-four (24.00%) percent per annum, compounded and payable monthly, thereafter.

5. Priority

Tranche 1 shall have complete priority over Tranche 2 with respect to payment and repayment of all principal, interest, costs, fees and other charges as provided for herein and in the Commitment and shall have complete priority over Tranche 2 with respect to the security constituted by this Charge.

6. Draws and Draw Requests – Tranche 2

The Principal Amount of Tranche 2 shall be advanced in multiple advances (“Advances”). The first Advance in the sum of \$1,600,000.00 on account of the balance due on closing for the acquisition of the Property and the initial costs associated with the development of the Property shall be advanced on the Interest Adjustment Date. Subsequent Advances shall be on account of construction works upon the Property and the repayment of Tranche 1.

It is estimated that the following Advances will occur on the following dates:

- (a) Construction Advance of \$2,550,000.00 on March 18, 2014;
- (b) Construction Advance of \$6,200,000.00 on April 18, 2014; and
- (c) Advance for repayment of Tranche 1 in the amount of \$3,400,000.00 on April 18, 2014.

Provided the Borrower is not in default of any of its obligations under the Commitment or under any security, the Borrower may require any Advance date be delayed upon written notice delivered to the Lender not less than 60 days prior to the Advance date to be delayed subject to payment of the Lender’s administration costs and any other costs, interest, expenses or fees which the Lender may incur on account of the requested delay and compliance with any reasonable conditions the Lender may impose. In the event the Lender intends to impose any conditions on a requested delay or there will be charges of any kind, the Lender shall deliver notice of same to the Borrower within five (5) business days of receipt of the Borrower’s request and unless the Borrower delivers written notice to the Lender cancelling the requested delay the Borrower shall be deemed to have accepted the conditions and agreed to the payment of any charges. In the event any Advance is delayed other than in compliance with the foregoing and not on account of the Lender’s sole and direct fault, then, without prejudice to any other rights the Lender may have on account of a default herein or at law, the Borrower shall be responsible for payment of Standby Interest equal to the interest rate set out herein on the entire amount of the scheduled Advance from the scheduled date of such Advance, together with any costs (including administration costs), interest, expenses or fees which the Lender may reasonably incur on account of the delay. It is acknowledged and understood that in no event will any delay extend the Tranche 2 Maturity Date.

7. Interest Reserve:

Included in the principal amount of Tranche 2 of the Charge is a reserve for interest accruing on the Charge as provided for in the Commitment (the “Interest Reserve”). Upon each advance of principal under Tranche 2 of this Charge a reserve in the amount equal to the applicable interest for the entire term of this Charge shall be advanced and held in trust by the Lender and drawn down upon by the Lender to satisfy the accrued and unpaid interest. In the event of default any or all of the Interest Reserve may be applied by the Lender against any and all amounts then outstanding under this Charge. Notwithstanding the holding of the Reserve by the Lender, interest shall accrue and be paid on the reserve as if it were fully advanced to the Borrower.

8. Construction Advances

Where any principal amount of this Charge is to be advanced to the Borrower on account of construction (the "Construction Advance"), the following provisions shall apply:

Such Construction Advance shall be made and held in trust by the Lender to be drawn down upon by the Borrower for construction costs strictly in accordance with the terms of the Commitment (the "Construction Reserve"). In the event of a default any or all of the Construction Reserve may be applied by the Lender against any and all amounts then outstanding under this Charge. Notwithstanding the holding of the Construction Reserve by the Lender, interest shall accrue and be paid on the reserve as if it were fully advanced to the Borrower.

9. Renewal

There shall be no extension or renewal right in respect of Tranche 1.

The Borrower, when not in default under this Charge, the Commitment or any security given pursuant thereto, may extend the Tranche 2 Maturity Date for a further seven (7) months upon notice in writing to the Lender at least thirty days prior to the then current Tranche 2 Maturity Date. Save and except for the Tranche 2 Maturity Date, all terms and provisions of the Charge shall remain the same. The Borrower shall pay an additional Broker Fee of 1.00% of the total amount borrowed at the time of the renewal and shall pay any legal or other costs associated with such renewal.

10. Partial Discharges

Provided the Borrower is not in default, the Lender shall provide partial discharges on the closing of a sale transaction for the individual units in the project, provided the Borrower pays to the Lender the Net Sale Proceeds of each sale. Net Sales Proceeds is defined as:

- i) The sum of base price revenue plus upgrade revenue; minus
- ii) The sum of HST Payable, net of rebates; plus Deposits collected and previously released into the project; plus reasonable Closing costs; plus Internal Commission not to exceed 5% of the base price revenue plus upgrade revenue.

The Borrower will pay the Lender an administration fee of \$250.00 and its solicitor's reasonable legal fees in respect of the preparation of the discharge for each partial discharge requested by the Borrower.

- 11.** As and when unit sales close and the Chargee provides unit discharges as contemplated in paragraph 9 above, the Net Sale Proceeds of each sale shall be deposited back into the Construction Reserve and held by the Chargee in trust as part of the Construction Reserve. Upon the sum of \$6,000,000.00 being deposited into the Construction Reserve from Net Sales Proceeds, all future Net Sale Proceeds from unit sales shall be applied to the outstanding principal amount of this Charge and any applicable interest or costs as provided for herein until all obligations to the Chargee have been completely satisfied.

12. Prepayment

Subject to paragraph 9 and this paragraph 10, no prepayment on account of principal shall be permitted except in accordance with the prepayment privileges provided for in the Commitment and this Charge.

Provided the Borrower is not in default under this Charge, the Commitment or any other security issued pursuant thereto, the Borrower upon 60 days prior written notice to the Lender shall have the privilege of prepaying the principal amount of the Charge in whole or

in part, without bonus or penalty. No pre-payment shall be in an amount of less than \$100,000.00 without the consent of the Lender.

13. Borrower Covenants

The Borrower covenants as follows and a breach of any covenant shall be a default under the terms of the Commitment and this Charge:

- a) The Borrower shall not assign, transfer or otherwise dispose of the Commitment, the property charged by this Charge (the "Property") and/or any security given pursuant to the Commitment including but not limited to this Charge without the Lender's prior written consent. The Commitment, this Charge and any other security held by the Lender may be assigned by the Lender in whole or in part to another lender(s). Except as hereinafter provided, the Borrower consents to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Property or Borrower within the possession or control of the Lender.
- b) Subject to paragraph 6(a) above, without the Lender's prior written consent having first been obtained, the Borrower shall not sell, transfer or convey the Property or its rights therein. In the event of a breach by the Borrower of this covenant then, at the sole option of the Lender, all monies outstanding, together with accrued and unpaid interest thereon and any other amounts due under the Commitment, this Charge or any other security held by the Lender, shall become due and payable.
- c) The Borrower shall not commit any waste on the lands.
- d) The Borrower shall not permit any transfer or issuance of shares in the share capital of the Borrower or any change in the officers and directors or a change in the terms or the termination of the shareholders agreement made between the Borrower and each of its shareholders, without the prior written consent of the Lender.
- e) The Borrower shall not further charge, mortgage, encumber or suffer any other encumbrance or lien to be registered upon the property.
- f) In the event of a breach of any of the foregoing covenants, or any other covenants contained herein, by the Borrower then, at the option of the Lender, all monies outstanding, together with all accrued unpaid interest thereon and all other amounts due under this Charge or the Commitment shall become due and payable.

14. Events of Default

In addition to the events of default set out in the Standard Charge Terms, each and every of the following events shall constitute an event of default hereunder ("Event of Default"):

- a) The Borrower shall neglect to carry out or observe any of the covenants or conditions contained in this Schedule or the Commitment;
- b) if the Borrower ceases, or threatens to cease carrying on business or an order shall be made, or an effective resolution be passed by the Borrower for the winding-up or liquidation of the Borrower;
- c) if the Borrower shall become insolvent or shall make a bulk sale of its assets, or shall make a general assignment for the benefit of its creditors or shall file a notice of intention to make or shall make a proposal under bankruptcy

legislation, or if a bankruptcy petition shall be filed or presented against the Borrower or if a custodian or a sequestrator or a receiver and manager or any other officer with similar powers shall be appointed of the Borrower its property or any part thereof which is, in the opinion of the Lender, a substantial part thereof;

- d) if any proceedings are commenced in respect of the Borrower under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, or similar legislation of any other jurisdiction;
- e) if an encumbrancer shall lawfully take possession of the Property of the Borrower or any part thereof or if a distress or execution or any similar process be levied or enforced there against;
- f) if the Borrower shall make default in observing or performing any covenant, including any covenant for the payment of money, contained in any deeds or instruments evidencing or securing indebtedness where such default results in the acceleration of the due date of payment of such indebtedness;
- g) if the Borrower shall make default in observing or performing any covenant contained in any document executed in connection with this Charge, including the Commitment Letter;
- h) if there shall be expropriated or taken by power of eminent domain the whole or any part of the Property and the Lender is of the opinion that such expropriation or taking is prejudicial to the Charge; or
- i) if the Borrower ceases to be controlled by the same parties as set out in the Commitment.

15. Remedies Upon Event of Default

- a) Upon the occurrence of an Event of Default, that is not cured in a reasonable period of time following notice of default by the Lender, the Lender may, after providing reasonable written notice, declare the principal and interest to be due and payable and the same shall forthwith become immediately due and payable and the Borrower shall forthwith pay to the Lender the principal together with all interest thereon at the rate from time to time in effect pursuant to the provisions of this Charge hereof from the date of the said declaration until payment is received by the Lender, such subsequent interest to be payable at the times and places and in the moneys mentioned herein.
- b) Upon the happening of any Event of Default, that is not cured in a reasonable period of time following notice of default by the Lender, the Lender may, after providing reasonable written notice, exercise any rights, powers or remedies available to it at law or in equity or under applicable legislation and, in addition, shall have the following right, powers and remedies:
 - i) to enter upon and take possession of all or any part of the Property;
 - ii) to hold, use, repair, preserve and maintain all or any part of the Property and
 - iii) to exercise all powers necessary to the performance of all functions provided for herein including without limitation the powers to purchase on credit, to borrow money in the Borrower's name or in its own name and to advance its own money to the Borrower at such rates of interest as it may deem reasonable;
 - iv) to sell, for cash or credit or part cash and part credit, lease or dispose of or otherwise realize upon all or any part of the Property whether by public auction or by private sale or lease in such manner as the Lender in its absolute discretion may determine,

provided that it shall not be incumbent on the Lender to sell, lease or dispose of the said Property but that it shall be lawful for the Lender peaceably to use and possess the same without hindrance or interruption by the Borrower, or any other person or persons whomsoever, and to receive income from such Property and to convey, transfer and assign to a purchaser or purchasers the title to any undertaking, property and assets so sold and provided further that in the case of a sale on credit the Lender shall only be liable to account to the Borrower, any subsequent encumbrancers and others for moneys actually received by the Lender;

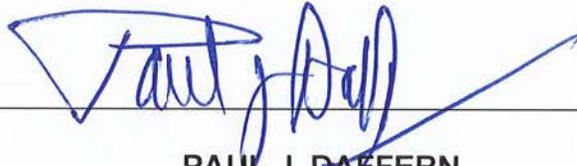
- v) to appoint by instrument in writing any person or persons to be a Receiver of all or any portion of the undertaking, property and assets hereby charged, to fix the Receiver's remuneration and to remove any Receiver so appointed and appoint another or others in his stead;
 - vi) to apply to any court of competent jurisdiction for the appointment of a Receiver of all or any portion of the undertaking, property and assets hereby charged; and
 - vii) to retain the Property in satisfaction of the monies owing hereunder.
- c) In addition, the Lender or Receiver or Receivers may enter upon the applicable premises and lease or sell the whole or any part or parts of the Property. The Borrower agrees that it will be commercially reasonable to sell such part of the Property:
- i) as a whole or in various units;
 - ii) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
 - iii) by private sale after the receipt by the Lender of at least two offers from prospective arms-length purchasers.
- d) Notwithstanding the above, the Lender or Receiver or Receivers must use all commercially reasonable efforts to sell the Property for the full market value.
- e) Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Lender in its sole discretion may seem advantageous and such sale may take place whether or not the Lender has taken possession of such property and assets.
- f) No remedy for the realization of the security hereof or for the enforcement of the rights of the Lender shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "Receiver" as used in this schedule includes a receiver and manager.
- g) Any Receiver shall have all of the powers of the Lender set out in this Charge and, in addition, shall have the following powers:
- i. to carry on the business of the Borrower and to enter into any compromise or arrangement on behalf of the Borrower; and
 - ii. with the prior written consent of the Lender to borrow money in its name or in the Borrower's name, for the purpose of carrying on the business of the Borrower and for the preservation and realization of the undertaking, property and assets of the Borrower including, without limitation, the right to pay persons having prior charges or encumbrances on the properties on which the Borrower may have hold charges or encumbrances with any amount so borrowed and any interest thereon to be a charge upon the mortgaged property in priority to this Charge;
- h) Any Receiver appointed pursuant to the provisions hereof shall be deemed to be an agent of the Borrower for the purposes of:
- i. carrying on and managing the business and affairs of the Borrower and

- ii. establishing liability for all of the acts or omissions of the Receiver while acting in any capacity hereunder and the Lender shall not be liable for such acts or omissions, provided that, without restricting the generality of the foregoing, the Borrower irrevocably authorizes the Lender to give instructions to the Receiver relating to the performance of its duties as set out herein.
- i) In the event of default by the Borrower or any Guarantors in their respective obligations under the Commitment, this Charge or any other security issued in connection with the Commitment to the Lender then, the Lender shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements, an administration and management fee in the amount of \$5,000.00 for each month or part thereof that the Borrower and/or any Guarantors is in default of its obligations under the Charge, Commitment or other security issued in connection with the Commitment. The said sum or sums are agreed to be liquidated damages in respect of the Lender's administration and management costs and are not intended nor shall they be construed as a penalty. All such sums payable to the Lender shall be added to and deemed to be outstanding principal and interest shall accrue thereon.

16. Paramountcy

This Charge shall be subject to the terms and conditions of the Commitment and in the event of any conflict between the terms hereof and those contained in the Commitment, or the Standard Charge Terms incorporated herein, the Lender in its sole discretion, shall determine which provisions shall take precedence and prevail. The Commitment shall not be deemed to merge with the terms of this Charge but shall survive the delivery and registration of this Charge and any default under the terms of the Commitment shall be and be deemed a default under the terms of this Charge and a default under the terms of this Charge shall be deemed a default under the terms of the Commitment.

This is **Exhibit "C"** referred to in the Affidavit of
DAWN VIVEIROS sworn before me this 6th day
of May, 2021.



PAUL J. DAFFERN

A Commissioner for Taking Affidavits, etc.

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 58831 - 1813 BLOCK 6, PLAN 51M983; CITY OF BARRIE

BY: 2293420 ONTARIO INC.

TO: FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION Registered Owner

1. JORDAN ZUKOWSKI

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION described in paragraph(s) (c) above.
- (f) A transferee described in paragraph() and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph() and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	600,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	3,400,000.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	4,000,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	4,000,000.00

PROPERTY Information Record

- A. Nature of Instrument: Transfer
LRO 51 Registration No. SC1107323 Date: 2013/12/19
- B. Property(s): PIN 58831 - 1813 Address 85 SYDENHAM WELLS Assessment -
BARRIE Roll No
- C. Address for Service: 5556 5th Line Eramosa, Rockwood, Ontario, N0B 2K0
- D. (i) Last Conveyance(s): PIN 58831 - 1813 Registration No. null
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known
- E. Tax Statements Prepared By: Lisa Michele Gazzola
S105 Silvercreek Parkway N., Ste. 100, PO
Bcx 1240
Guelph N1H 6N6

This is **Exhibit "D"** referred to in the Affidavit of **DAWN VIVEIROS** sworn before me this 6th day of May, 2021.

A handwritten signature in blue ink, appearing to read "Paul J. Daffern", written over a horizontal line.

PAUL J. DAFFERN
A Commissioner for Taking Affidavits, etc.

Properties

PIN 58831 - 1813 LT *Interest/Estate* Fee Simple
Description BLOCK 6, PLAN 51M983; CITY OF BARRIE
Address 85 SYDENHAM WELLS
 BARRIE

Consideration

Consideration \$4,000,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name 2293420 ONTARIO INC.
Address for Service 147 Wyndham Street Ncrth, Suite #303,
 P.O. Box 1593, Guelph, ON, N1H 6R7

I, Robert Simpson Ireland (President), have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Transferee(s)*Capacity**Share*

Name FERNWOOD DEVELOPMENTS (ONTARIO)
 CORPORATION *Capacity* Registered Owner
Address for Service 5556 5th Line Eramosa, Rockwood, Ontario, N0B 2K0

Signed By

Ronald George Sansom S105 Silvercreek Parkway N., Ste. acting for Signed 2013 12 19
 100, PO Box 1240 Transferor(s)
 Guelph
 N1H 6N6

Tel 519-821-0010
Fax 519-837-1617

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).
 I have the authority to sign and register the document on behalf of the Transferor(s).

Lisa Michele Gazzola S105 Silvercreek Parkway N., Ste. acting for Signed 2013 12 19
 100, PO Box 1240 Transferee(s)
 Guelph
 N1H 6N6

Tel 519-821-0010
Fax 519-837-1617

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).
 I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

SMITH VALERIOTE LAW FIRM LLP S105 Silvercreek Parkway N., Ste. 2013 12 19
 100, PO Box 1240
 Guelph
 N1H 6N6

Tel 519-821-0010
Fax 519-837-1617

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Provincial Land Transfer Tax \$58,475.00
Total Paid \$58,535.00

File Number

Transferor Client File Number : 56586-008

Transferee Client File Number : 52635-009

This is **Exhibit "E"** referred to in the Affidavit of
DAWN VIVEIROS sworn before me this 6th day
of May, 2021.



PAUL J. DAFFERN

A Commissioner for Taking Affidavits, etc.

Properties

PIN 58831 - 1813 LT
Description BLOCK 6, PLAN 51M983; CITY OF BARRIE
Address SIMCOE

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 FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION
Address for Service 5556 5th Line, R. R. #1
Rockwood, Ontario, N0B 2K0

I, Jordan Zukowski, 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
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<i>Name</i>	MARSHALLZEHR GROUP INC.	
<i>Address for Service</i>	465 Phillip Street #206 Waterloo, Ontario, N2L 6C7	

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, SC1107324 registered on 2013/12/19 to which this notice relates is deleted
Schedule: See Schedules

Signed By

Charlotte Ann Langill	31 Union Street East Waterloo N2J 1B8	acting for Applicant(s)	First Signed	2013 12 18
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Tel 519-576-0460
Fax 519-576-3234

Charlotte Ann Langill	31 Union Street East Waterloo N2J 1B8	acting for Applicant(s)	Last Signed	2013 12 27
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Tel 519-576-0460
Fax 519-576-3234

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

Charlotte Ann Langill	31 Union Street East Waterloo N2J 1B8	acting for Party To (s)	First Signed	2013 12 18
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Tel 519-576-0460
Fax 519-576-3234

Charlotte Ann Langill	31 Union Street East Waterloo N2J 1B8	acting for Party To (s)	Last Signed	2013 12 27
-----------------------	---	----------------------------	----------------	------------

Tel 519-576-0460
Fax 519-576-3234

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

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP	31 Union Street East Waterloo N2J 1B8			2013 12 27
---------------------------------	---	--	--	------------

Tel 519-576-0460
Fax 519-576-3234

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number :	68575
Party To Client File Number :	68575

GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS INDENTURE dated this 17 day of December, 2013.

B E T W E E N:

FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION, having a head office at
5556 5TH Line, R. R. #1, Rockwood, Ontario, N0B 2K0

(hereinafter called the "Company"),

OF THE FIRST PART;

-and-

MARSHALLZEHR GROUP INC., having a head office at 465 Phillip Street, Unit 206,
Waterloo, Ontario, N2L 6C7

(hereinafter called "Assignee"),

OF THE SECOND PART.

WHEREAS by a certain charge (the "Charge") dated the 17 day of December, 2013, in the face amount of \$15,000,000.00, which Charge was registered in the Land Registry Office for the Land Registry Division of Simcoe No .615 as the Instrument Number set out in the Statements section on the attached Notice of Assignment of Rents - General, the Company granted, mortgaged and charged to Assignee the lands and premises described therein, including those described in Schedule "A" annexed hereto (the said lands and premises together with the buildings, improvements and fixtures situate thereon being hereinafter referred to as the "Premises") to secure the payment to Assignee of the principal of, interest on and all other moneys which may become owing on or pursuant to the Charge (whenever in this Indenture reference is made to the Charge, it shall be deemed to include any renewals or extensions thereof and any Charges or mortgages taken in substitution therefor either in whole or in part); and

WHEREAS as security for the due performance by the Company of all the covenants contained in the Charge, the Company has agreed to assign, transfer and set over unto Assignee all the Company's right, title and interest in any and all leases or agreements to lease (the "Leases"), now or hereafter existing, of any and all portions of the Premises and all rents, charges and other monies (the "Rents") now due and payable or hereafter to become due and payable under the Leases.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and other good and valuable consideration the Company represents, covenants and agrees with Assignee as follows:

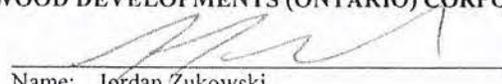
1. Assignment. The Company hereby irrevocably assigns, transfers and sets over unto Assignee, subject to no prior claim or assignment, the Leases and the Rents and all benefits and advantages to be derived therefrom, including any guarantees given to the Company in respect of the Leases and Rents, to hold and receive the same unto Assignee, its successors and assigns, with full power and authority to demand, collect, sue for, recover, receive receipts for the Rents and to enforce payment of the same in the name of the Company.
2. Where Company not in Default. Until the Company defaults under the covenants, terms and conditions contained in this Indenture or an event of default occurs under the Charge the Company may demand, receive, collect and enjoy the Rents only as the same fall due and payable and not in advance, but nothing shall permit or authorize the Company to collect or receive Rents contrary to the covenants contained herein.
3. Remedies. The Company, in the event of a default hereunder or under the Charge, hereby authorizes Assignee, at its option and in addition to any other rights it may have hereunder or under any other agreement or at common law or in equity, to deliver to any or all of the tenants, licencees or occupiers of the Premises notices to pay all Rents to Assignee and to collect such Rents and, in addition, enter upon the Premises by its officers, agents or employees for the purpose of collecting the Rents and/or operating and maintaining the Premises. The Company hereby authorizes Assignee generally to perform all such acts, including any acts by way of enforcement of the covenants and exercise of the rights contained in the Leases or otherwise, as may in the opinion of Assignee be necessary or desirable for the proper operation and maintenance of the Premises, which acts may be performed in the name of the Company or in the name of Assignee as in the absolute discretion of Assignee may seem proper or advisable. Assignee shall, after deduction of all collection charges and all expenses, which Assignee in its absolute discretion shall deem advisable to pay for the proper operation and maintenance of the Premises, credit the remainder of the moneys which it may receive in connection with the Premises on account of any amount or amounts due to Assignee from the Company in such manner as Assignee shall in its sole discretion determine. Notwithstanding anything herein, Assignee shall be liable to account only for such monies as shall actually come into its hands.
4. Liability of Assignee. In the exercise of the powers herein granted to Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by the Company. 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 Company shall and does hereby agree to indemnify Assignee for and to 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 reason of agreements contained in the Leases. Should Assignee incur any such

6. Not Mortgagee in Possession. Nothing herein contained shall be deemed to have the effect of making Assignee responsible for the collection of the Rents or any part thereof for the performance of any covenants, terms or conditions either by the lessor or any lessee contained in the Leases and Assignee shall not by virtue of this Indenture be deemed a mortgagee in possession of the Premises.
7. Perform Covenants of Landlord. The Company shall at all times perform all of the lessor's covenants and obligations contained in the Leases and any failure on the part of the Company thereunder shall constitute a default hereunder and shall be deemed to be default under the Charge. If so requested by Assignee, the Company will enforce the Leases and all remedies available to the Company against the lessees, in case of default under the Leases, or any of them, by the lessees.
8. Valid Leases. The Company hereby covenants with Assignee notwithstanding any act of the Company that the leases contained in Schedule "B" hereto are good, valid and subsisting leases and that the Company now has good right, full power and absolute authority to assign each such lease according to the true intent and meaning of this Indenture.
9. No Prepayment of Rents. The Company will not accept payment from any lessee in advance and will not cause payment to be made in advance on its direction for a period longer than provided in the respective lease and breach of this covenant shall be deemed to be default under the Charge.
10. Covenants. The Company shall not without the written approval of Assignee first had and obtained:
- (a) do or omit to do any act having the effect of terminating, cancelling or accepting the surrender of the Leases or any of them;
 - (b) amend, alter or vary the terms and conditions of the Leases or any of them;
 - (c) waive, reduce or abate any of its rights or remedies under the Leases or the obligations of any other parties thereunder or in respect thereof;
 - (d) permit any material default or breach of covenant by any lessee under the Leases; and
 - (e) enter into any Leases for any part of the Premises that are not bona fide leases with lessees with whom the Company deals at arm's length. The terms of any future leases must be approved by Assignee prior to execution (such consent not to be unreasonably withheld or delayed) and shall be at rental rates and terms consistent with comparable space in the area of the Premises.
11. Waiver of Covenants. Assignee may waive any default or breach of covenant and shall not be bound to serve any notice upon any lessee under the Leases upon the happening of any default or breach of covenant, but any such waiver shall not extend to any subsequent default or breach of covenant.
12. Further Assurances. The Company covenants and agrees from time to time and at all times hereafter at the request of Assignee to execute and deliver at the expense of the Company such further assurances for better and more perfectly assigning to Assignee any Leases whether presently existing or hereafter created and the Rents payable thereunder in the manner aforesaid as Assignee may require and to execute, deliver and register, at the expense of the Company, all such documents as may be required to preserve, perfect and protect the security constituted hereby including all such renewals as may be required by relevant legislation, including the *Personal Property Security Act*.
13. Re-assignment. The assignment, transfer and setting over herein provided shall not be revoked or rescinded by any variation of the terms of the Charge or any extension of time for payment or otherwise but shall remain in full force and effect until the Company shall have performed all of its obligations under the Charge. A discharge of the Charge executed by Assignee shall operate as a re-assignment of the Leases and Rents without the need for any further conveyance, but Assignee shall, at the request and at the expense of the Company, execute and deliver a full re-assignment to the Company of the Leases and Rents and its all right, title and interest therein.
14. Binding Effect and Governing Law. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Company has executed this Indenture.

FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION

By:


Name: Jordan Zukowski
Title: President

c/s

I have authority to bind the Corporation.

SCHEDULE "A"
DESCRIPTION OF PROPERTY

Block 6, Plan 51M-982; City of Barrie

MARSHALLZEHR GROUP INC. -and-

FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION

APPLICANT

RESPONDENT

Court File No. CV-20-00635523-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT

TORONTO

**AFFIDVIT OF DAWN VIVEIROS
SWORN MAY 6th, 2021**

PAUL J. DAFFERN LAW FIRM

Barristers & Solicitors
48 High Street
Barrie, Ontario L4N 1W4

PAUL J. DAFFERN

LSO #28383M
Tel: (705) 725-9670
Fax: (705) 725-8764
Email: paul.daffern@daffernlaw.com

Lawyer 1267989 ONTARIO INC. o/a Duncan Drywall
and Jeff McKeever Plumbing and Contracting