

Properties

PIN 12689 - 0226 LT Interest/Estate Fee Simple
 Description UNIT 37, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 1689 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : LOTS 10 TO 18 INCLUSIVE 22, 27 TO 34 INCLUSIVE H AND J TO T AND PART OF LOTS 3 TO 9 INCLUSIVE 19, 20, 21, 25, 26 C, D, E, F AND G ON PLAN 778-E, PARTS 13 TO 27 AND PTS 30, 31 AND 32 PLAN 66R-21315.;S/T AND T/W EASE AS SET OUT IN SCHEDULE A OF THE DECLARATION AT-856988

Address 410 UNIT
 455 ROSEWELL AVENUE
 CITY OF TORONTO

PIN 12689 - 0487 LT Interest/Estate Fee Simple
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Address

Consideration

Consideration \$ 287,000.00

Transferor(s)

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

Name THOMAS, TRACY
 Acting as an individual
 Address for Service 123 Anywhere Street
 Toronto, Ontario
 L0L 0L0

I am at least 18 years of age.

I am not a spouse

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

Transferee(s)

Name	Capacity	Share
SMITH, BOBBY Acting as an individual	Joint Tenants	
Date of Birth 1969 01 13		
Address for Service c/o 123 Brock Ave Toronto, Ontario M5N 1M3		

Name SMITH, JANE Acting as an individual	Joint Tenants
Date of Birth 1969 02 20	
Address for Service c/o 123 Brock Ave Toronto, Ontario M5N 1M3	

Statements

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

Calculated Taxes

<i>Provincial Land Transfer Tax</i>	\$2,780.00
<i>Retail Sales Tax</i>	\$0.00
<i>Municipal Land Transfer Tax</i>	\$2,595.00

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 12689 - 0226

UNIT 37, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 1689 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : LOTS 10 TO 18 INCLUSIVE 22, 27 TO 34 INCLUSIVE H AND J TO T AND PART OF LOTS 3 TO 9 INCLUSIVE 19, 20, 21, 25, 26 C, D, E, F AND G ON PLAN 778-E, PARTS 13 TO 27 AND PTS 30, 31 AND 32 PLAN 66R-21315.;S/T AND T/W EASE AS SET OUT IN SCHEDULE A OF THE DECLARATION AT-856988

12689 - 0487

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12689 - 0569

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BY: THOMAS, TRACY

TO: SMITH, BOBBY

SMITH, JANE

Joint Tenants

%(all PINs)

Joint Tenants

%(all PINs)

1. SMITH, BOBBY AND SMITH, JANE

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 _____ described in paragraph(s) () 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 deposited to.

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

(a) Monies paid or to be paid in cash	287,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price) (ii) Given Back to Vendor	0.00
(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))	287,000.00
(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	287,000.00

PROPERTY Information Record

A. Nature of Instrument:	Transfer			
	LRO 80	Registration No.	Date:	
B. Property(s):	PIN 12689 - 0226	Address 455 ROSEWELL AVENUE UNIT 410	Assessment Roll No	-
		CITY OF TORONTO	Assessment Roll No	-
C. Address for Service:	PIN 12689 - 0487	Address	Assessment Roll No	-
		c/o 123 Brock Ave	Assessment Roll No	-
		Toronto, Ontario		
		M5N 1M3		
D. (i) Last Conveyance(s):	PIN 12689 - 0226	Registration No.		
	PIN 12689 - 0487	Registration No.		
	PIN 12689 - 0569	Registration No.		
(ii) Legal Description for Property Conveyed :	Same as in last conveyance? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not known <input type="checkbox"/>			

ACKNOWLEDGEMENT AND DIRECTION

TO:

(Insert lawyer's name)

AND TO:

(Insert firm name)

RE:

(Insert brief description of transaction)

("the transaction")

This will confirm that:

- I/We have reviewed the information set out this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at _____, this _____ day of _____, 20 _____.

WITNESS

(As to all signatures, if required)

This document has not been submitted and may be incomplete.

Properties

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 Acting as an individual
Address for Service 123 Anywhere Street
 Toronto, Ontario
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I am at least 18 years of age.

I am not a spouse

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

Transferee(s)

Name SMITH, BOBBY
 Acting as an individual
Date of Birth 1969 01 13
Address for Service c/o 123 Brock Ave
 Toronto, Ontario
 M5N 1M3

Name SMITH, JANE
 Acting as an individual
Date of Birth 1969 02 20

Address for Service c/o 123 Brock Ave
 Toronto, Ontario
 M5N 1M3

Capacity Joint Tenants

Joint Tenants

Statements

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Calculated Taxes

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Retail Sales Tax	\$0.00
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LAND TRANSFER TAX STATEMENTS

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BY: THOMAS, TRACY

TO: SMITH, BOBBY

SMITH, JANE

Joint Tenants	Joint Tenants	%(all PINs)	%(all PINs)

1. SMITH, BOBBY AND SMITH, JANE

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 _____ described in paragraph(s) () 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.

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

(a) Monies paid or to be paid in cash	287,000.00
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(j) Total consideration	287,000.00

PROPERTY Information Record

A. Nature of Instrument:	Transfer
B. Property(s):	LRO 80 Registration No. Date: PIN 12689 - 0226 Address 455 ROSEWELL Assessment AVENUE UNIT 410 Roll No CITY OF TORONTO
C. Address for Service:	PIN 12689 - 0487 Address Assessment Roll No PIN 12689 - 0569 Address Assessment Roll No
D. (i) Last Conveyance(s):	c/o 123 Brock Ave Registration No. Toronto, Ontario M5N 1M3 PIN 12689 - 0226 Registration No. PIN 12689 - 0487 Registration No. PIN 12689 - 0569 Registration No.
(ii) Legal Description for Property Conveyed :	Same as in last conveyance? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not known <input type="checkbox"/>



Canada Trust

**Home Equity Line of Credit (HELOC)
Discharge Statement**

HELOC Branch and Account Number: 1512 3267083

Customer Name: _____

Prepared on: AUGUST 12 2008
(Month, Day, Year)

("Preparation Date") for payment on: AUGUST 29, 2008
(Month, Day, Year) ("Settlement Date")

Property Address: 410-455 ROSEWELL AVENUE

TORONTO, ON M4R 2H9

Prepared by: CREDIT ADMINISTRATION SERVICES

Branch: 3906

Telephone number (866) 575-5407

Statement Requested by: _____

(Customer / Solicitor / Other Financial Institution)

Customer/Solicitor Instructions

- Step 1: Cancel any preauthorized debits to the HELOC and stop using the account. Further withdrawals on this account are not permitted as the account has been suspended, as of the Preparation Date. If payment is not received by the 30 days after the Settlement Date, the HELOC will be repented and you will have the same access as the day before the Preparation Date.
- Step 2: You must confirm the Total Payable prior to remitting funds by obtaining a revised Discharge Statement.
- Step 3: Attach Certified Cheque to a copy of the revised Discharge Statement when returning your payment to us.
- Step 4: All payments to be sent to a TD Canada Trust branch. When submitting funds to a branch, ask for a copy of the revised Discharge statement to be stamped, and returned to you, or faxed to: _____ . This is your receipt of payment.

Payout Information

This Discharge Statement is only valid for 30 days from the Settlement Date. You must confirm the Total Payable prior to remitting funds by obtaining a revised Discharge Statement.

- 1. The Total Payable below is projected on the assumption that (a) all minimum payments on the HELOC Variable Rate Portion (VRP) and all regular payments on the HELOC Fixed Rate Advantage Option (FRAO) Portion up to and including the Settlement Date are made on their due dates; (b) there are no deposits or withdrawals from the account after the Preparation Date other than regular payments; (c) that the interest rate on the VRP does not change; and (d) line of credit insurance is the same as the previous month's.
- 2. A discharge of mortgage security will not be provided until all amounts due have been received and cleared. Where other TD Canada Trust personal or business loans or lines of credit facilities are secured by the mortgage, the mortgage security will not be discharged until full payout of all facilities has been received.

Projected Balance Outstanding on Settlement Date

HELOC Variable Rate Portion
 - Per Diem on VRP \$ 5.160
 - Principal Balance \$ 39,652.65
 - Accrued Interest \$ 132.52

FRAO # _____
 - Per Diem on FRAO \$ _____
 - Principal Balance \$ _____
 - Accrued Interest \$ _____
 - Prepayment Compensation (3 months/TRD) \$ _____

FRAO # _____
 - Per Diem on FRAO \$ _____
 - Principal Balance \$ _____
 - Accrued Interest \$ _____
 - Prepayment Compensation (3 months/TRD) \$ _____

FRAO # _____
 - Per Diem on FRAO \$ _____
 - Principal Balance \$ _____
 - Accrued Interest \$ _____
 - Prepayment Compensation (3 months/TRD) \$ _____

Total from Additional FRAOs (see attached Discharge Statement(s))

Discharge Fee \$ _____
 Registry Officer Charge for Registering Electronic Discharge (Ontario Only) \$ 200.00
 Estimated Line of Credit Insurance Premium \$ 70.50
 Total Payable to The Toronto-Dominion Bank E. & O.E. \$ 40,055.67

RECEIPT Section (to be completed by the Branch)

Funds submitted to Branch Transit: _____
 Date Submitted: _____
 Received by: _____
 Amount Received: \$ _____

Branch Stamp
 3 days per diem
 \$15.48

Branch Checklist and Instructions Upon Receipt of Funds

- Stamp Discharge Statement, photocopy, and provide a copy to the Customer.
- Deposit to GL 65
- Send to CAS with S3 Transaction Slip, Discharge Statement, and Solicitor/Financial Institution's correspondence (if applicable).
- Other Information
- Customer Redirection Instructions and Acknowledgement (Form# 523994) attached, if necessary.

Total payout \$40,071.15

The applicant(s) hereby applies to the Land Registrar.

Properties

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 Address TORONTO

Document to be Discharged

Registration No.	Date	Type of Instrument
AT1175621	2006 06 22	Charge/Mortgage

Discharging Party(s)

This discharge complies with the Planning Act. This discharge discharges the charge.

Name THE TORONTO-DOMINION BANK
 Address for Service Creekside Credit Administration Services,
 4720 Tahoe Blvd, 5th Floor,
 Mississauga, ON
 L4W 5P2

I, Vimala Ranganath, have the authority to bind the corporation.

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

The party giving this discharge is the original chargee and is the party entitled to give an effective discharge

Signed By

Vimala Ranganath	4720 Tahoe Blvd Mississauga L4W 5P2	acting for Applicant(s)	Signed	2008 10 07
Tel	905-214-0644			
Fax	9052143503			

Submitted By

TORONTO DOMINION BANK	4720 Tahoe Blvd Mississauga L4W 5P2			2008 10 07
Tel	905-214-0644			
Fax	9052143503			

LRO # 80 Discharge Of Charge

Received as AT1917819 on 2008 10 07 at 12:41

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Discharging Party Client File Number : 3267083/1512/IPM

FOR OFFICE USE ONLY

(1) Registry Land Titles (2) Page 1 of _____ pages

(3) Property Identifier(s) **12689-0226, 12689-0487, 12689-0569** Block Property Additional: See Schedule

(4) Description
**Unit 37, Level 4
 Unit 79, Level B
 Unit 161, Level B**

Toronto Standard Condominium Plan No. 1689 and its appurtenant interests.

New Property Identifiers Additional: See Schedule

(5) Charge to be Discharged

Registration Number **AT1175621** Date of Registration Y M D **2006 06 22**

(6) This is a Complete Discharge Partial Discharge Final Partial Discharge

(7) Description (cont'd.), Recitals, Assignments

Continued on Schedule

(8) Chargee(s) I am the person entitled by law to grant the discharge and this charge is hereby discharged as to the land described herein.

Name(s) _____ Signature(s) _____ Date of Signature Y M D _____

Additional: See Schedule

(9) Chargee(s) Address for Service Y G _____

(10) Document Prepared by: _____

	Fees
Registration Fee	
Total	

DOCUMENT REGISTRATION AGREEMENT

BETWEEN:

_____ (hereinafter referred to as the "Purchaser's Solicitor")

AND:

_____ (hereinafter referred to as the "Vendor's Solicitor")

RE: Tracy Thomas (the "Vendor") sale to Bobby Smith and Jane Smith (collectively referred to as the "Purchaser") of Unit 37, Level 4, Unit 79, Level B and Unit 161, Level B, Toronto Standard Condominium Plan No. 1689, City of Toronto municipally known as 455 Rosewell Avenue, Suite 410 (the "Real Property") pursuant to an agreement of purchase and sale dated _____, as amended from time to time (the "Purchase Agreement"), scheduled to be completed on _____ (the "Closing Date")

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby undertake and agree as follows:

Holding Deliveries
In Escrow

1. The Vendor's Solicitor and the Purchaser's Solicitor shall hold all funds, keys and closing documentation exchanged between them (the "Requisite Deliveries") in escrow, and *shall* not release or otherwise deal with same except in accordance with the terms of this Agreement. Both the Vendor's Solicitor and the Purchaser's Solicitor have been authorized by their respective clients to enter into this agreement. Once the Requisite Deliveries can be released in accordance with the terms of this Agreement, any monies representing payout funds for the mortgages to be discharged shall be forwarded promptly to the appropriate mortgage lender.¹

Advising of
Concerns with
Deliveries

2. Each of the parties hereto shall notify the other as soon as reasonably possible following their respective receipt of the Requisite Deliveries (as applicable) of any defect(s) with respect to same.

Selecting Solicitor
Responsible for
Registration

3. The Purchaser's Solicitor shall be responsible for the registration of the Electronic Documents (as hereinafter defined) unless the box set out below indicating that the Vendor's Solicitor will be responsible for such registration has been checked. For the purposes of this Agreement, the solicitor responsible for such registration shall be referred to as the "Registering Solicitor" and the other solicitor shall be referred to as the "Non-Registering Solicitor".

Vendor's Solicitor will be registering the Electronic Documents

Responsibility of
Non-Registering
Solicitor

4. The Non-Registering Solicitor shall, upon his/her receipt and approval of the Requisite Deliveries (as applicable), electronically release for registration the Electronic Documents and shall thereafter be entitled to release the Requisite Deliveries from escrow forthwith following the earlier of:

- a) the registration particulars of the Electronic Documents; or
- b) the closing time specified in the Purchase Agreement unless a specific time has been inserted as follows [_____ a.m./p.m. on the Closing Date] (the "Release Deadline"), and provided that notice under paragraph 6 below has not been received.
- c) receipt of notification from the Registering Solicitor of the registration of the Electronic Documents.

If the Purchase Agreement does not specify a closing time and a Release Deadline has not been specifically inserted the Release Deadline shall be 6:00 p.m. on the Closing Date.

Responsibility of
Registering
Solicitor

5. The Registering Solicitor shall, subject to paragraph 7 below, on the Closing Date, following his/her receipt and approval of the Requisite Deliveries (as applicable), register the documents listed in Schedule "A" annexed hereto (referred to in this agreement as the "Electronic Documents") in the stated order of priority therein set out, as soon as reasonably possible once same have been released for registration by the Non-Registering Solicitor, and immediately thereafter notify the Non-Registering Solicitor of the registration particulars thereof by telephone or telefax (or other method as agreed between the parties).

¹ Solicitors should continue to refer to the Law Society of Upper Canada practice guidelines relating to recommended procedures to follow for the discharge of mortgages.

Release of Requisite Deliveries by Non-Registering Solicitor

6. Upon registration of the Electronic Documents the Non-Registering Solicitor shall be entitled to forthwith release the Requisite Deliveries from escrow.

Returning Deliveries where Non-Registration

7. Any of the parties hereto may, prior to the Release Deadline, notify the other party that he/she does not wish to proceed with the registration² of the Electronic Documents, and provided that such notice is received by the Registering Solicitor before the registration of the Electronic Documents, then each of the parties hereto shall forthwith return to the other party their respective Requisite Deliveries.

Counterparts & Gender

8. This agreement may be signed in counterparts, and shall be read with all changes of gender and/or number as may be required by the context

Purchase Agreement Prevails if Conflict or Inconsistency

9. Nothing contained in this agreement shall be read or construed as altering the respective rights and obligations of the Purchaser and the Vendor as more particularly set out in the Purchase Agreement, and in the event of any conflict or inconsistency between the provisions of this agreement and the Purchase Agreement, then the latter shall prevail.

Problems or deficiencies with registered document(s)

10. If either the Vendor's solicitor or the Purchaser's solicitor receives a Teraviva message, phone call or other communication from the Land Registry Office after closing regarding any problem or deficiency concerning any of the Electronic Documents so registered, then the solicitor receiving such message or communication shall forthwith advise the solicitor of same, and both solicitors shall co-operate with each in an expeditious manner and take all the requisite steps to forthwith correct, re-sign for completeness and re-register, as and where necessary, any of the Electronic Documents intended to be registered, so that same can thereafter be certified by the Land Registry Office.

Telefaxing this Agreement

11. This agreement (or any counterpart hereof), and any of the closing documents hereinbefore contemplated, may be exchanged by telefax or similar system reproducing the original, provided that all such documents have been properly executed by the appropriate parties. The party transmitting any such document(s) shall also provide the original executed version(s) of same to the recipient within 2 business days after the Closing Date, unless the recipient has indicated that he/she does not require such original copies.

DATED at Toronto, this day of November, 2008.

DATED at Toronto, this day of November, 2008.

Name/Firm Name of Purchaser's Solicitor

Name/Firm Name of Vendor's Solicitor

Name of Person Signing

Name of Person Signing

Per:

Per:

(Signature)

(Signature)

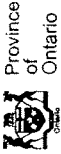
Note: This version of the Document Registration Agreement was adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 and posted to the web site on April 8, 2004, save for the addition of paragraph 10 hereof by the parties hereto.

² For the purpose of this Agreement, the term "registration" shall mean the issuance of registration number(s) in respect of the Electronic Documents by the appropriate Land Registry Office.

SCHEDULE "A"

1. Transfer/Deed of Land; and

Any other documents required to be registered by the Purchaser.



Transfer/Deed of Land

Form 1 - Land Registration Reform Act

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A

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(1) Registry Land Titles (2) Page 1 of pages

(3) Property Identifier(s) 12689-0226, 12689-0487, 12689-0569 Property Block Additional: See Schedule

(4) Consideration TWO HUNDRED EIGHTY SEVEN THOUSAND Dollars \$ 287,000.00

(5) Description This is a: Property Division Property Consolidation

Unit 37, Level 4
Unit 79, Level B
Unit 161, Level B

Toronto Standard Condominium Plan No. 1689 and its appurtenant interest.

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(6) This Document Contains (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other (7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that I am at least 18 years of age. I am not a spouse. This document is not authorized under Power of Attorney by this party.

Name(s) THOMAS, TRACY Signature(s) Date of Signature Y M D

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature Y M D

(10) Transferor(s) Address for Service 123 Anywhere Street, Toronto, Ontario L0L 0L0

(11) Transferee(s) SMITH, BOBBY SMITH, JANE Date of Birth Y M D 1969 01 13 1970 02 20

as joint tenants

(12) Transferee(s) Address for Service c/o 123 Brock Ave, Toronto, Ontario M5N 1M3

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act. Signature Solicitor for Transferor(s) here if necessary Date of Signature Y M D Signature Solicitor for Transferor(s) here if necessary Date of Signature Y M D

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Name and Address of Solicitor Signature Date of Signature Y M D

(15) Assessment Roll Number of Property City Mun. Map Sub. Par. Signature

(16) Municipal Address of Property 455 Rosewell Avenue Suite 410 Toronto, Ontario (17) Document Prepared by: Fees and Tax Registration Fee Land Transfer Tax Total

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Ministry of Revenue
Land Taxes Section
33 King St West
PO Box 625
Oshawa ON L1H 8H9

Property Identifier(s) No.
12689-0226
12689-0487
12689-0569

Land Transfer Tax Affidavit
Land Transfer Tax Act

Refer to instructions on reverse side.

In the Matter of the Conveyance of (insert brief description of land) Unit 37, Level 4, Unit 79, Level B, Unit 161, Level B,
Toronto Standard Condominium Plan No. 1689, in the Land Titles Division of the Toronto Land Registry Office

BY (print names of all transferors in full) Tracy Thomas

TO (print names of all transferees in full) Bobby Smith and Jane Smith

/ Bobby Smith and J. Jane Smith,

have personal knowledge of the facts herein deposed to and Make Oath and Say that:

1. I am (place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):

- (a) the transferee named in the above-described conveyance;
- (b) the authorized agent or solicitor acting in this transaction for the transferee(s);
- (c) the President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for _____ (the transferee(s));
- (d) a transferee and am making this affidavit on my own behalf and on behalf of (insert name of spouse) _____ who is my spouse.
- (e) the transferor or an officer authorized to act on behalf of the transferor company and I am tendering this document for registration and no tax is payable on registration of this document.

2. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$	<u>28,700.00</u>	
(b) Mortgages (i) Assumed (principal and interest)	\$	<u>Nil</u>	All blanks must be filled in. Insert "Nil" where applicable.
(ii) Given back to vendor	\$	<u>Nil</u>	
(c) Property transferred in exchange (detail below in para. 5)	\$	<u>Nil</u>	
(d) Other consideration subject to tax (detail below)	\$	<u>Nil</u>	
(e) Fair market value of the lands (see instruction 2(c))	\$	<u>Nil</u>	
(f) Value of land, building, fixtures and goodwill subject to Land Transfer Tax (Total of (a) to (e))	\$	<u>28,700.00</u>	
(g) Value of all chattels - items of tangible personal property which are taxable under the provisions of the Retail Sales Tax Act	\$	<u>Nil</u>	
(h) Other consideration for transaction not included in (f) or (g) above	\$	<u>Nil</u>	
(i) Total Consideration	\$	<u>28,700.00</u>	

3. To be completed where the value of the consideration for the conveyance exceeds \$400,000.00.
I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:
 does not contain a single family residence or contains more than two single family residences;
 contains at least one and not more than two single family residences; or
 contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is \$ _____ and the remainder of the lands are used for _____ purposes.

Note: Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one per cent upon the value of the consideration in excess of \$400,000.00 where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.

- 4. If consideration is nominal, is the land subject to any encumbrance? Yes No
- 5. Other remarks and explanations, if necessary.

Sworn/affirmed before me in the City of Toronto
Province of Ontario

his _____ day of _____, 20 08

Bobby Smith

Jane Smith

Signature(s)

Commissioner for taking Affidavits, etc.

Property Information Record

- 1. Describe nature of instrument: Transfer/Deed of Land
- 2. Address of property being conveyed (if available) 455 Rosewell Avenue, Unit 410, Toronto, Ontario
- (ii) Assessment Roll No. (if available)
- 3. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed c/o 123 Brock Ave, Toronto, Ontario MSN 1M3
- 4. Registration number for last conveyance of property being conveyed (if available)
- (ii) Legal description of property conveyed: Same as in D (i) above. Yes No Not known
- 5. Name(s) and address(es) of each transferee's solicitor: DeLotto, Zorzi LLP
4810 Dufferin Street, Suite D, Toronto, Ontario, M3H 5S8

For Land Registry Office Use Only
Registration No.
Registration Date (Year/Month/Day)
Land Registry Office No.

School Support (Voluntary Election) (see reverse for explanation)

- 1) Are all individual transferees Roman Catholic? Yes No
- 2) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No
- 3) Do all individual transferees have French Language Education Rights? Yes No
- 4) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No

Note: As to (c) and (d) the land being transferred will receive French Public School Board Election unless otherwise directed in (a) and (b).