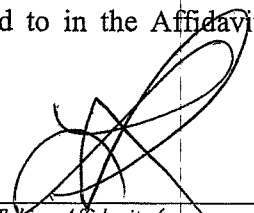
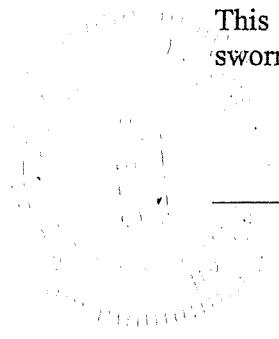


This is Exhibit "32" referred to in the Affidavit of Larry Dunn
sworn February , 2015



Commissioner for Taking Affidavits (or as may be)

Loretta Ann MacNeil
Notary Public, County of Simcoe,
limited to the attestation of
instruments and the taking of
affidavits, for HarbourEdge Capital
Corporation and its associated companies
Expires June 11, 2016



Harnden Enterprises		Draw 5		
EFT	Payee	Gross	Holdback	Net
	Action Flooring	41,295.99	4,129.60	✓ 37,166.39
	Alex McCoy	34,287.23	3,428.72	✓ 30,858.51
	Alexandre Wilson Architech	13,518.23	0.00	✓ 13,518.23
	Anchore Concrete Products	26,567.54	0.00	✓ 26,567.54
	Antonio Mendes Construction	57,361.63	5,736.16	✓ 51,625.47
	BGM Metalworks	2,781.52	0.00	✓ 2,781.52
	Bricaza	166,548.93	16,654.89	✓ 149,894.04
	Canada Fastenal	468.85	0.00	✓ 468.85
	Commercial Door Systems Ltd	2,115.02	211.50	✓ 1,903.52
	CRS	226.00	0.00	✓ 226.00
	Damar Trailer (1985) Ltd	310.75	0.00	✓ 310.75
	Farley Group	97,838.56	0.00	✓ 97,838.56
	Genivar	2,239.66	0.00	✓ 2,239.66
	Glen Supply	23,849.85	0.00	✓ 23,849.85
	Grass Roots Improvements Ltd	12,430.00	1,243.00	✓ 11,187.00
	HMC Contracting Ltd.	33,357.60 33,064.00	0.00	✓ 33,064.00
	IBI Group	20,516.10	0.00	✓ 20,516.10
	Jeff Byron Pumps and Water Treatment Inc	22,035.00	2,203.50	✓ 19,831.50
	Jody Campbell Spetic Service	1,118.70	0.00	✓ 1,118.70
	Louise Adam Bookkeeping	2,350.40	0.00	✓ 2,350.40
	Morven Construction	6,213.52	621.35	✓ 5,592.17
	Otis Canada Inc	32,051.32	3,205.13	✓ 28,846.19
	The Scott Wentworth Landscape Group Ltd	864.45	0.00	✓ 864.45
	Select Door and Frame	32,609.27	3,260.93	✓ 29,348.34
	Sousa Read Mix	5,574.86	331.37	✓ 5,243.49
	Tenaquip	3,481.48	0.00	✓ 3,481.48
	United Rentals	5,951.25	0.00	✓ 5,951.25
	Wicklow Construction	47,245.30	0.00	✓ 47,245.30
	Work of Art Masonry Ltd	10,588.10	1,058.81	✓ 9,529.29
	Wide Turf Inc. PAID	450,648.55	45,064.86	✓ 405,583.69
	Wray's Fire Protection	16,950.00	1,695.00	✓ 15,255.00
	Wylie Electric	247,009.51	24,700.95	✓ 222,308.56
		1,424,111.57	113,545.78	✓ 1,310,565.79

#6167 33,357.60
 M. at 1500
 #6972

Final

FRONT - 20140124 0068519
CHEQUE# 0000000006952

\$37,166.39

DOCUMENT IS PRINTED ON A SPECIAL PAPER THAT CHANGES FROM LIGHT TO DARK WHEN EXPOSED TO ULTRAVIOLET LIGHT

HarbourEdge
MORTGAGE INVESTMENT CORPORATION

THE BANK OF AMERICA
1400-4-3007A
COLLINGSWOOD
217 HURON STREET
COLLINGSWOOD, ONTARIO L9Y 2M1

DATE: 01172014
M M D D Y Y Y Y

006952

PAY: Thirty-Seven Thousand One Hundred Sixty-Six And 29/100 Dollars \$ 37,166.39

TO THE ORDER OF: Action Flooring
910 Development Drive
Kingston, ON K7M 5V7

HARBOREDGE MORTGAGE INVESTMENT CORPORATION
FOR: [Signature]

006952 #32342-002# 00685-19# *0003716639*

BACK - 20140124 0068519
CHEQUE# 0000000006952

\$37,166.39

PRINTER ID. NO. 1004

SECURITY FEATURES

Endorsement - Signature on Back
Endorsement - Signature on Front

81037 3208760040
83562-001 0310569

VERSORBACK

780602004

FRONT - 20140129 0068519
CHEQUE# 0000000006953

\$30,858.50

DOCUMENT IS PRINTED ON A SPECIAL PAPER THAT CHANGES FROM LIGHT TO DARK WHEN EXPOSED TO ULTRAVIOLET LIGHT

HarbourEdge
MORTGAGE INVESTMENT CORPORATION

THE BANK OF AMERICA
1400-4-3007A
COLLINGSWOOD
217 HURON STREET
COLLINGSWOOD, ONTARIO L9Y 2M1

DATE: 01172014
M M D D Y Y Y Y

006953

PAY: Thirty Thousand Eight Hundred Fifty-Eight And 50/100 Dollars \$ 30,858.50

TO THE ORDER OF: Alex McCoy
160 Binnington Court
Kingston, ON K7M 8H1

HARBOREDGE MORTGAGE INVESTMENT CORPORATION
FOR: [Signature]

006953 #32342-002# 00685-19# *0003085850*

BACK - 20140129 0068519
CHEQUE# 0000000006953

\$30,858.50

PRINTER ID. NO. 1004

SECURITY FEATURES

Endorsement - Signature on Back
Endorsement - Signature on Front

83562-001 0310569

VERSORBACK

780602004

FRONT - 20140123 0068519
CHEQUE# 0000000006954

\$13,518.23

DOCUMENT IS PRINTED ON A SPECIAL PAPER THAT CHANGES FROM LIGHT TO DARK WHEN EXPOSED TO ULTRAVIOLET LIGHT

HarbourEdge
MORTGAGE INVESTMENT CORPORATION

THE BANK OF AMERICA
1400-4-3007A
COLLINGSWOOD
217 HURON STREET
COLLINGSWOOD, ONTARIO L9Y 2M1

DATE: 01172014
M M D D Y Y Y Y

006954

PAY: Thirteen Thousand Five Hundred Eighteen And 23/100 Dollars \$ 13,518.23

TO THE ORDER OF: Alexander Wilson ArchMed Inc.
Admiralty Place
103-20 Gore Street
Kingston, ON K7L 2L1

HARBOREDGE MORTGAGE INVESTMENT CORPORATION
FOR: [Signature]

006954 #32342-002# 00685-19# *0001351823*

BACK - 20140123 0068519
CHEQUE# 0000000006954

\$13,518.23

PRINTER ID. NO. 1004

SECURITY FEATURES

Endorsement - Signature on Back
Endorsement - Signature on Front

83562-001 0310569

VERSORBACK

780602004

FRONT - 20140129 0068519
CHEQUE# 0000000006955

\$26,567.54

DOCUMENT IS PRINTED ON A SPECIAL PAPER THAT CHANGES FROM LIGHT TO DARK WHEN EXPOSED TO ULTRAVIOLET LIGHT

HarbourEdge
MORTGAGE INVESTMENT CORPORATION

THE BANK OF AMERICA
1400-4-3007A
COLLINGSWOOD
217 HURON STREET
COLLINGSWOOD, ONTARIO L9Y 2M1

DATE: 01172014
M M D D Y Y Y Y

006955

PAY: Twenty-Six Thousand Five Hundred Sixty-Seven And 54/100 Dollars \$ 26,567.54

TO THE ORDER OF: Anchor Concrete Products Limited
1645 Spynham Rd.
Kingston, ON K7L 4V4

HARBOREDGE MORTGAGE INVESTMENT CORPORATION
FOR: [Signature]

006955 #32342-002# 00685-19# *0002656754*

BACK - 20140129 0068519
CHEQUE# 0000000006955

\$26,567.54

PRINTER ID. NO. 1004

SECURITY FEATURES

Endorsement - Signature on Back
Endorsement - Signature on Front

83562-001 0310569

VERSORBACK

780602004

FRONT - 20140128 0068519
CHEQUE# 0000000006968

\$20,516.10

HarbourEdge
THE BANK OF NOVA SCOTIA
1-800-4-SCOTIA
247 HURONTARIO STREET
COLLINGSWOOD, ONTARIO L9T 2M1

DATE: 01172014
M M D D Y Y Y Y

PAY Twenty Thousand Five Hundred Sixteen And 10/100 Dollars \$ 20,516.10

TO THE ORDER OF IBI Group
650 Dalton Avenue
Kingston, ON K7M 6N7

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
PER: [Signature]

006968 432342-0024 00685-19* /0002051610*

BACK - 20140128 0068519
CHEQUE# 0000000006968

\$20,516.10

PRINTER ID. NO. 1004

SECURITY FEATURES

For Deposit Only to
IBI GROUP

VERSORBA 4822
3906673427

FRONT - 20140128 0068519
CHEQUE# 0000000006969

\$19,831.50

HarbourEdge
THE BANK OF NOVA SCOTIA
1-800-4-SCOTIA
247 HURONTARIO STREET
COLLINGSWOOD, ONTARIO L9T 2M1

DATE: 01172014
M M D D Y Y Y Y

PAY Nineteen Thousand Eight Hundred Thirty-One And 50/100 Dollars \$ 19,831.50

TO THE ORDER OF J&B Byron Pumps and Water Treatment Inc.
2973 Livy Road
Elginburg, ON N0H 1M0

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
PER: [Signature]

006969 432342-0024 00685-19* /0001983150*

BACK - 20140128 0068519
CHEQUE# 0000000006969

\$19,831.50

PRINTER ID. NO. 1004

SECURITY FEATURES

01908-004
JAN 27 2014

VERSORBA 4822
3906672618

FRONT - 20140204 0068519
CHEQUE# 0000000006970

\$1,118.70

HarbourEdge
THE BANK OF NOVA SCOTIA
1-800-4-SCOTIA
247 HURONTARIO STREET
COLLINGSWOOD, ONTARIO L9T 2M1

DATE: 01172014
M M D D Y Y Y Y

PAY One Thousand One Hundred Eighteen And 70/100 Dollars \$ 1,118.70

TO THE ORDER OF Jody Campbell's Septic Service
4885 Lower Round Lake Road
Bathesda, ON N0H 1H0

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
PER: [Signature]

006970 432342-0024 00685-19* /0000111870*

BACK - 20140204 0068519
CHEQUE# 0000000006970

\$1,118.70

PRINTER ID. NO. 1004

SECURITY FEATURES

05392/994015
JAN 31 2014

VERSORBA 4822
7899413245

FRONT - 20140203 0068519
CHEQUE# 0000000006971

\$2,350.40

HarbourEdge
THE BANK OF NOVA SCOTIA
1-800-4-SCOTIA
247 HURONTARIO STREET
COLLINGSWOOD, ONTARIO L9T 2M1

DATE: 01172014
M M D D Y Y Y Y

PAY Two Thousand Three Hundred Fifty And 40/100 Dollars \$ 2,350.40

TO THE ORDER OF Louise Adern Bookkeeping & Accounting Service
771 Selkirk Road
Kingston, ON K7P 1A4

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
PER: [Signature]

006971 432342-0024 00685-19* /0000235040*

BACK - 20140203 0068519
CHEQUE# 0000000006971

\$2,350.40

PRINTER ID. NO. 1004

SECURITY FEATURES

01908-004
JAN 27 2014

VERSORBA 4822
3906673427

Draw 5 pg. 6

FRONT - 20140127 0068519
CHEQUE# 0000000006972 \$6,213.52

DOCUMENT IS PRINTED ON A SPECIAL PAPER THAT CHANGES FROM LIGHT TO DARK WHEN REFLECTED TO TRANSMITTED LIGHT

HarbourEdge
MORTGAGE INVESTMENT CORPORATION

THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-SCOTIA
221 BAYVIEW STREET
247 HARBOURLAND STREET
COLLINGSWOOD, ONTARIO L4T 2M4

DATE: 01172014
M M D D Y Y Y Y

\$ 6,213.52

PAY Six Thousand Two Hundred Thirteen And 52/100 Dollars

TO THE ORDER OF
Haven Construction Ltd.
PO Box 10
Naponee, ON N7R 3L4

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
PER: [Signature]

006972 *32342-002* 00685-19* /000061352*

BACK - 20140127 0068519
CHEQUE# 0000000006972 \$6,213.52

PRINTER ID. NO. 1004

SECURITY FEATURES

ENDORSEMENTS - Signature on Back
Endorsement - Signature of Owner

VERSORPTION EN
41700
3000454411

FRONT - 20140128 0068519
CHEQUE# 0000000006973 \$28,846.19

DOCUMENT IS PRINTED ON A SPECIAL PAPER THAT CHANGES FROM LIGHT TO DARK WHEN REFLECTED TO TRANSMITTED LIGHT

HarbourEdge
MORTGAGE INVESTMENT CORPORATION

THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-SCOTIA
221 BAYVIEW STREET
247 HARBOURLAND STREET
COLLINGSWOOD, ONTARIO L4T 2M4

DATE: 01172014
M M D D Y Y Y Y

\$ 28,846.19

PAY Twenty-Eight Thousand Eight Hundred Forty-Six And 19/100 Dollars

TO THE ORDER OF
Ois Canada Inc.
PO Box 57445 Station A
Toronto, ON M5W 2M2

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
PER: [Signature]

006973 *32342-002* 00685-19* /0002884619*

BACK - 20140128 0068519
CHEQUE# 0000000006973 \$28,846.19

PRINTER ID. NO. 1004

SECURITY FEATURES

ENDORSEMENTS - Signature on Back
Endorsement - Signature of Owner

VERSORPTION EN
41700

01685014 T57440C BK OF HTL-LOCKER UNIT
3880487-8886 TR POLE CITE 08022-891
1164-987 OUIS CANADA INC
7800SE 1785

FRONT - 20140128 0068519
CHEQUE# 0000000006974 \$864.45

DOCUMENT IS PRINTED ON A SPECIAL PAPER THAT CHANGES FROM LIGHT TO DARK WHEN REFLECTED TO TRANSMITTED LIGHT

HarbourEdge
MORTGAGE INVESTMENT CORPORATION

THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-SCOTIA
221 BAYVIEW STREET
247 HARBOURLAND STREET
COLLINGSWOOD, ONTARIO L4T 2M4

DATE: 01172014
M M D D Y Y Y Y

\$ 864.45

PAY Eight Hundred Sixty-Four And 45/100 Dollars

TO THE ORDER OF
The Scott Wainwright Landscape Group Ltd.
13392 Loyalist Parkway
RR #1
Picton, ON N0K 2T0

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
PER: [Signature]

006974 *32342-002* 00685-19* /0000086445*

BACK - 20140128 0068519
CHEQUE# 0000000006974 \$864.45

PRINTER ID. NO. 1004

SECURITY FEATURES

ENDORSEMENTS - Signature on Back
Endorsement - Signature of Owner

VERSORPTION EN
41700

REPORT TO THE CREDIT OF
SCOTT WAINWRIGHT LANDSCAPE
000-018-820816

4100229584

FRONT - 20140127 0068519
CHEQUE# 0000000006975 \$29,348.34

DOCUMENT IS PRINTED ON A SPECIAL PAPER THAT CHANGES FROM LIGHT TO DARK WHEN REFLECTED TO TRANSMITTED LIGHT

HarbourEdge
MORTGAGE INVESTMENT CORPORATION

THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-SCOTIA
221 BAYVIEW STREET
247 HARBOURLAND STREET
COLLINGSWOOD, ONTARIO L4T 2M4

DATE: 01172014
M M D D Y Y Y Y

\$ 29,348.34

PAY Twenty-Nine Thousand Three Hundred Forty-Eight And 34/100 Dollars

TO THE ORDER OF
Select Door and Frame
278 Dutton Ave
Kingston, ON K7H 7H2

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
PER: [Signature]

006975 *32342-002* 00685-19* /0002934834*

BACK - 20140127 0068519
CHEQUE# 0000000006975 \$29,348.34

PRINTER ID. NO. 1004

SECURITY FEATURES

ENDORSEMENTS - Signature on Back
Endorsement - Signature of Owner

VERSORPTION EN
41700

Report to the Credit of
SELECT DOOR AND FRAME
TR # 054240 ACC. #54-0016

4100120579

Draw 5 pg. 7

FRONT - 20140130 0068519
CHEQUE# 0000000006976 \$5,243.49

DOCUMENT IS PRINTED ON A SPECIAL PAPER THAT CHANGES FROM LIGHT TO DARK IN REFLECTED TO TRANSPARENT LIGHT

HarbourEdge
THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-SCOTIA
COLLAPSED
317 HURONTARIO STREET
COLLAPSED, BRANTFORD, ONTARIO L7R 2M4

DATE: 01172014
M M D D Y Y Y Y

PAY Five Thousand Two Hundred Forty-Three And 49/100 Dollars \$ 5,243.49

TO THE ORDER OF: Sousa Redy Mix
1351 Mcadoo's Lane
Glenburnie, ON K9H 1S0

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
FOR: [Signature]
PER: [Signature]

006976 *32342-002* 00685-19* *0000524349*

BACK - 20140130 0068519
CHEQUE# 0000000006976 \$5,243.49

PRINTER ID, NO. 1004

SECURITY FEATURES

FOR DEPOSIT ONLY
TRF# 2012 1001 1001-10

VERSOPAY

3100269109

FRONT - 20140129 0068519
CHEQUE# 0000000006977 \$3,481.48

DOCUMENT IS PRINTED ON A SPECIAL PAPER THAT CHANGES FROM LIGHT TO DARK IN REFLECTED TO TRANSPARENT LIGHT

HarbourEdge
THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-SCOTIA
COLLAPSED
317 HURONTARIO STREET
COLLAPSED, BRANTFORD, ONTARIO L7R 2M4

DATE: 01172014
M M D D Y Y Y Y

PAY Three Thousand Four Hundred Eighty-One And 48/100 Dollars \$ 3,481.48

TO THE ORDER OF: Tenequip
20701 Ch Ste. Marie
Ste. Anne De Bellevue, PQ H9X 6X5

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
FOR: [Signature]
PER: [Signature]

006977 *32342-002* 00685-19* *00000348148*

BACK - 20140129 0068519
CHEQUE# 0000000006977 \$3,481.48

PRINTER ID, NO. 1004

SECURITY FEATURES

FOR DEPOSIT ONLY
TRF# 2012 1001 1001-10

VERSOPAY

3100269109

FRONT - 20140211 0068519
CHEQUE# 0000000006978 \$5,951.25

DOCUMENT IS PRINTED ON A SPECIAL PAPER THAT CHANGES FROM LIGHT TO DARK IN REFLECTED TO TRANSPARENT LIGHT

HarbourEdge
THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-SCOTIA
COLLAPSED
317 HURONTARIO STREET
COLLAPSED, BRANTFORD, ONTARIO L7R 2M4

DATE: 01172014
M M D D Y Y Y Y

PAY Five Thousand Nine Hundred Fifty-One And 25/100 Dollars \$ 5,951.25

TO THE ORDER OF: United Rentals - Branch 470
710 Development Drive
Kingston, ON K7M 4W7

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
FOR: [Signature]
PER: [Signature]

006978 *32342-002* 00685-19* *0000595125*

BACK - 20140211 0068519
CHEQUE# 0000000006978 \$5,951.25

PRINTER ID, NO. 1004

SECURITY FEATURES

FOR DEPOSIT ONLY
TRF# 2012 1001 1001-10

VERSOPAY

3100269109

FRONT - 20140123 0068519
CHEQUE# 0000000006979 \$47,245.30

DOCUMENT IS PRINTED ON A SPECIAL PAPER THAT CHANGES FROM LIGHT TO DARK IN REFLECTED TO TRANSPARENT LIGHT

HarbourEdge
THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-SCOTIA
COLLAPSED
317 HURONTARIO STREET
COLLAPSED, BRANTFORD, ONTARIO L7R 2M4

DATE: 01172014
M M D D Y Y Y Y

PAY Forty-Seven Thousand Two Hundred Forty-Five And 30/100 Dollars \$ 47,245.30

TO THE ORDER OF: Wcklow Construction
50 Golf Course Road
Amherstview, ON K7H 1W6

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
FOR: [Signature]
PER: [Signature]

006979 *32342-002* 00685-19* *0004724530*

BACK - 20140123 0068519
CHEQUE# 0000000006979 \$47,245.30

PRINTER ID, NO. 1004

SECURITY FEATURES

FOR DEPOSIT ONLY
TRF# 2012 1001 1001-10

VERSOPAY

3100269109

Draws pg. 8

FRONT - 20140124 0068519
CHEQUE# 0000000006980 \$9,529.29

ACCOUNT NO. PRINTED ON A SEPARATE PAPER THAT CHANGES FROM LEFT TO RIGHT IN REFLECTED TO TRANSPARENT LIGHT

HarbourEdge

THE BANK OF NOVA SCOTIA
NEW BRUNSWICK BRANCH 1-800-4-SCOTIA
COLLINGSWOOD
120 APOKONING STREET
COLLINGSWOOD, ONTARIO L9P 2M4

DATE 01172014
M M D D Y Y Y Y

PAY Nine Thousand Five Hundred Twenty-Nine And 29/100 Dollars \$ 9,529.29

Work of Art Masonry Ltd
1431 Cotnamere Court
Kingston, ON K7L 4V4

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

TO THE ORDER OF

006980 432342-0024 00685-19 0000952929

BACK - 20140124 0068519
CHEQUE# 0000000006980 \$9,529.29

PRINTER ID. NO. 1004

SECURITY FEATURES

1072

14715

REGINA BANK
10720
14715

VERSOR BANK

3600528158

FRONT - 20140130 0068519
CHEQUE# 0000000006981 \$15,255.00

ACCOUNT NO. PRINTED ON A SEPARATE PAPER THAT CHANGES FROM LEFT TO RIGHT IN REFLECTED TO TRANSPARENT LIGHT

HarbourEdge

THE BANK OF NOVA SCOTIA
NEW BRUNSWICK BRANCH 1-800-4-SCOTIA
COLLINGSWOOD
120 APOKONING STREET
COLLINGSWOOD, ONTARIO L9P 2M4

DATE 01172014
M M D D Y Y Y Y

PAY Fifteen Thousand Two Hundred Fifty-Five And No/100 Dollars \$ 15,255.00

Wya's Fire Protection
830 John Counter Blvd.
PO Box 1794
Kingston, ON K7L 5J6

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

TO THE ORDER OF

006981 432342-0024 00685-19 000015255007

BACK - 20140130 0068519
CHEQUE# 0000000006981 \$15,255.00

PRINTER ID. NO. 1004

SECURITY FEATURES

98-02916

VERSOR BANK

3600528158

FRONT - 20140123 0068519
CHEQUE# 0000000006982 \$222,308.55

ACCOUNT NO. PRINTED ON A SEPARATE PAPER THAT CHANGES FROM LEFT TO RIGHT IN REFLECTED TO TRANSPARENT LIGHT

HarbourEdge

THE BANK OF NOVA SCOTIA
NEW BRUNSWICK BRANCH 1-800-4-SCOTIA
COLLINGSWOOD
120 APOKONING STREET
COLLINGSWOOD, ONTARIO L9P 2M4

DATE 01172014
M M D D Y Y Y Y

PAY Two Hundred Twenty-Two Thousand Three Hundred Eight And 55/100 Dollars \$ 222,308.55

Wyle Electric of 1425786 Ontario Inc.
1056 Gardners Road
Kingston, ON K7P 1R7

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

TO THE ORDER OF

006982 432342-0024 00685-19 00222308557

BACK - 20140123 0068519
CHEQUE# 0000000006982 \$222,308.55

PRINTER ID. NO. 1004

SECURITY FEATURES

DEPOSIT ONLY TO
1425786 ONTARIO INC.
WYLE ELECTRIC AGCO 1022225

VERSOR BANK

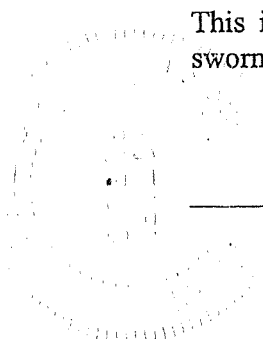
3600528158

Transaction Details

Print

Account Number	32342 00685 19	Account Name	HMIC General
Account Type	DDA	Currency	CAD
Amount	Debit \$405,583.69		
Value Date	01/17/2014	Post Date/Time	01/17/2014 23:03
Agent Id		Origin Transit	32342
Description	MISC DEBIT~256120397140117~SD SETTLEMENT		

This is Exhibit "33" referred to in the Affidavit of Larry Dunn
sworn February 10, 2015



Commissioner for Taking Affidavits (or as may be)

Loretta Ann MacNeil
Notary Public, County of Simcoe,
limited to the attestation of
instruments and the taking of
affidavits, for HarbourEdge Capital
Corporation and its associated companies
Expires June 11, 2016

FRONT - 20131107 0068519
CHEQUE# 0000000006481

\$263,000.00

10044413 PRINTED BY A MICROMEANS BANK CHECKS BY FOM 1010 TO 1015 (10/10/10) 1011 1011

HarbourEdge
Member of First Financial Corporation

THE BANK OF NOVA SCOTIA
 100 WATERLOO STREET, 11-300-3007A
 COLLINGWOOD
 217 HARBORWOOD STREET
 COLLINGWOOD, ONTARIO L3Y 3W6

DATE: 11082013
 M D O Y Y Y

006481

PAY Two Hundred Sixty-Three Thousand And No/100 Dollars

\$ 263,000.00

HarbourEdge Capital Corporation
 40 Haven Street, Suite 300
 Collingwood, ON L9Y 4R3

INTERNATIONAL MORTGAGE INVESTMENT CORPORATION

TO THE ORDER OF

*006481# ⑆32342⑉002⑆ 00685⑉19# /0026300000#

BACK - 20131107 0068519
CHEQUE# 0000000006481

\$263,000.00

DEPOSIT TO THE CREDIT OF
 MORTGAGE INVESTMENT CORPORATION

32342 0026 18

32342-002

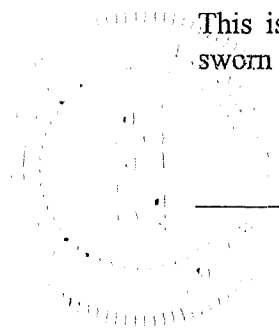
32342-002

7800052260

PRINTED ID. NO. 1004

VERSOMACK

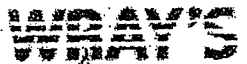
FRONT 20131107 0068519



This is Exhibit "34" referred to in the Affidavit of Larry Dunn
sworn February 2015

Commissioner for Taking Affidavits (or as may be)

Loretta Ann MacNeil
Notary Public, County of Simcoe,
limited to the attestation of
instruments and the taking of
affidavits, for HarbourEdge Capital
Corporation and its associated companies
Expires June 11, 2016



FIRE PROTECTION KINGSTON LTD.
SPRINKLERS • INSTALLATIONS • SERVICE • EXTINGUISHERS

INVOICE

830 John Counter Blvd., P.O. Box 1794, Kingston, Ontario K7L 5J6
(613) 544-1313 fax: (613) 541-1313 wrayfire@copeco.ca

INVOICE # 14122
DATE: November 12, 2013
CUSTOMER'S ORDER # 5
JOB # K2239
TERMS NET 15 DAYS

BILL TO:
SOUTHWINDS ENTERPRISES INC.
3651 GENCE ROAD
WESTBROOK ONTARIO
K7P 2Z9
ATTN: ANITA HARNDEN

LOCATION
SOCCER DOME

DESCRIPTION
QUOTED PRICE
WORK PERFORMED TO DATE
LESS AMOUNT PREVIOUSLY BILLED

AMOUNT
revised budgeted amount →
\$88,990.00
\$60,550.00
\$13,550.00

PROGRESS BILLING # 3

\$47,000.00

THIS INVOICE INCLUDES THE COST OF FIRE PUMP & FIRE HOSE CABINETS

G.S.T # R105745335

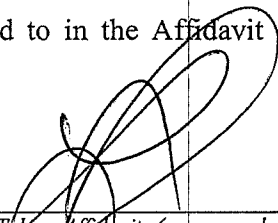
Make all cheques payable to Wray's Fire Protection Kingston Ltd.

SUBTOTAL \$47,000.00
HST 13.00%
HST AMOUNT 6,110.00
OTHER
TOTAL \$ 53,110.00

\$53,110.00
(5,311.00)

\$47,799.00

This is Exhibit "35" referred to in the Affidavit of Larry Dunn
sworn February 2015




Commissioner for Taking Affidavits (or as may be)

Loretta Ann MacNeil
Notary Public, County of Simcoe,
limited to the attestation of
instruments and the taking of
affidavits, for HarbourEdge Capital
Corporation and its associated companies
Expires June 11, 2016

FRONT - 20131223 0068519
CHEQUE# 0000000006795

\$47,799.00


 THE BANK OF NORTH CAROLINA
 1000 BANKERS BUILDING
 COLLEENWOOD STREET
 COLLEENWOOD, NORTH CAROLINA 27524

006795
 DATE 12 18 20 13
 M D Y Y - M

PAY TO THE ORDER OF
 Forty-Seven Thousand Seven Hundred Ninety-Nine And No/100 Dollars
 \$ 47,799.00

Why's Fire Protection
 830 John Coulter Blvd
 PO Box 1704
 Kingston, OH 45762

VERBOVBACH
 4568335273
 7500182305

MICR LINE: ⑆005795⑆ ⑆32342⑆002⑆ 00685⑆19⑆ ⑆0004779900⑆

BACK - 20131223 0068519
CHEQUE# 0000000006795

\$47,799.00

MICR LINE: ⑆005795⑆ ⑆32342⑆002⑆ 00685⑆19⑆ ⑆0004779900⑆

VERBOVBACH
 4568335273
 7500182305

98-02916

MICR LINE: ⑆005795⑆ ⑆32342⑆002⑆ 00685⑆19⑆ ⑆0004779900⑆

This is Exhibit "36" referred to in the Affidavit of Larry Dunn
sworn February 9, 2015



Commissioner for Taking Affidavits (or as may be)

Loretta Ann MacNeil
Notary Public, County of Simcoe,
limited to the attestation of
instruments and the taking of
affidavits, for HarbourEdge Capital
Corporation and its associated companies
Expires June 11, 2016

FRONT - 20131119 0068519
CHEQUE# 0000000006595 \$5,216.08

HarbourEdge
THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-SCOTIA
COLLINGSWOOD
231 HURONTARIO STREET
COLLINGSWOOD, ONTARIO L9T 2M4

DATE: 11 14 20 13
M M D D Y Y Y Y

PAY Five Thousand Two Hundred Sixteen And 00/100 Dollars \$ 5,216.08

Wicklow Construction
50 Golf Course Road
Amherstview, ON K7H 1W8

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

006595 *32342-0024 00685-19* *0000521608*

BACK - 20131119 0068519
CHEQUE# 0000000006595 \$5,216.08

3062-00
BMO Bank of Montreal
JAN 18 2013

Printer ID: NO. 1004

VERSÖBANKEN AG
3100404442

FRONT - 20131218 0068519
CHEQUE# 0000000006712 \$3,095.43

HarbourEdge
THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-SCOTIA
COLLINGSWOOD
231 HURONTARIO STREET
COLLINGSWOOD, ONTARIO L9T 2M4

DATE: 12 08 20 13
M M D D Y Y Y Y

PAY Three Thousand Nine Hundred Five And 43/100 Dollars \$ 3,095.43

Morven Construction Ltd
PO Box 10
Napanee, ON K7R 3L4

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

006712 *32342-0024 00685-19* *0000309543*

BACK - 20131218 0068519
CHEQUE# 0000000006712 \$3,095.43

3062-00
BMO Bank of Montreal
DEC 18 2013

Printer ID: NO. 1004

VERSÖBANKEN AG
3100160624

FRONT - 20140122 0068519
CHEQUE# 0000000006985 \$87,415.13

HarbourEdge
THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-SCOTIA
COLLINGSWOOD
231 HURONTARIO STREET
COLLINGSWOOD, ONTARIO L9T 2M4

DATE: 01 21 20 14
M M D D Y Y Y Y

PAY Eighty-Seven Thousand Four Hundred Fifteen And 13/100 Dollars \$ 87,415.13

Farley Manufacturing Inc
8 Kent Crescent
Puzosin, ON N0B 2J0

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

006985 *32342-0024 00685-19* *00008741513*

BACK - 20140122 0068519
CHEQUE# 0000000006985 \$87,415.13

3062-00
BMO Bank of Montreal
JAN 22 2014

Printer ID: NO. 1004

VERSÖBANKEN AG
7800327290

Transaction Details

Account Number 32342 00685 19
Account Type DDA
Amount Debit \$45,064.85
Value Date 01/24/2014
Agent Id
Description MISC DEBIT-256120399140124--SD SETTLEMENT

Account Name HMIC General
Currency CAD
Post Date/Time 01/24/2014 23:03
Origin Transit 32342

Print

FRONT - 20140228 0068519
CHEQUE# 0000000007211 \$52,896.43

HarbourEdge
THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-SCOTIA
COLLINGSWOOD
231 HURONTARIO STREET
COLLINGSWOOD, ONTARIO L9T 2M4

DATE: 02 28 20 14
M M D D Y Y Y Y

PAY Fifty-Two Thousand Eight Hundred Ninety-Six And 43/100 Dollars \$ 52,896.43

Biccare Corp
PO Box 59
Westbrook, ON K7P 3A6

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

007211 *32342-0024 00685-19* *0005289643*

BACK - 20140228 0068519
CHEQUE# 0000000007211 \$52,896.43

3062-00
BMO Bank of Montreal
FEB 27 2014

Printer ID: NO. 1004

VERSÖBANKEN AG
6300402248

FRONT - 20140703 0068519
CHEQUE# 0000000007960

\$19,741.39

007960

HarbourEdge
THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-NOVIA
COLLINGSWOOD
217 HARBOURLAND STREET
COLLINGSWOOD, ONTARIO L9Y 3M4

DATE: 06 27 2014
M M D D Y Y Y Y

PAY: Nineteen Thousand Seven Hundred Forty-One And 29/100 Dollars \$ 19,741.39

TO THE ORDER OF: Alex McCoy
100 Devonington Court
Kingston, ON K7M 8H1

ENDORSEMENT: MORTGAGE INVESTMENT CORPORATION
Signature: Alex McCoy

007960 ⑆3234-2-002⑆ 00685-19⑆ ⑆0001974139⑆

BACK - 20140703 0068519
CHEQUE# 0000000007960

\$19,741.39

PRINTER ID. NO. 1004

SECURITY FEATURES

Deposited to the Credit of
ALEX MCCOY PLUMBING & HEATING LTD.
TR # 00025003 ACC. #1140234

Endorsement - Signature or Stamp

VERS-O-BACK
360028641 7800127956

FRONT - 20140717 0068519
CHEQUE# 0000000008044

\$8,136.00

008044

HarbourEdge
THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-NOVIA
COLLINGSWOOD
217 HARBOURLAND STREET
COLLINGSWOOD, ONTARIO L9Y 3M4

DATE: 07 11 2014
M M D D Y Y Y Y

PAY: Eight Thousand One Hundred Thirty-Six And No/100 Dollars \$ 8,136.00

TO THE ORDER OF: Wray's Fire Protection
830 John Cowler Blvd.
PO Box 1754
Kingston, ON K7L 6J8

ENDORSEMENT: MORTGAGE INVESTMENT CORPORATION
Signature: [Signature]

008044 ⑆3234-2-002⑆ 00685-19⑆ ⑆0000813600⑆

BACK - 20140717 0068519
CHEQUE# 0000000008044

\$8,136.00

PRINTER ID. NO. 1004

SECURITY FEATURES

98-02916

Endorsement - Signature or Stamp

VERS-O-BACK
4000100493 0300516127

FRONT - 20140815 0068519
CHEQUE# 0000000008182

\$46,622.96

008182

HarbourEdge
THE BANK OF NOVA SCOTIA
www.bankofnovascotia.com 1-800-4-NOVIA
COLLINGSWOOD
217 HARBOURLAND STREET
COLLINGSWOOD, ONTARIO L9Y 3M4

DATE: 08 02 2014
M M D D Y Y Y Y

PAY: Forty-Six Thousand Six Hundred Twenty-Two And 96/100 Dollars \$ 46,622.96

TO THE ORDER OF: Wyle Electric of 1423786 Ontario Inc.
1056 Gardners Road
Kingston, ON K7P 1R7

ENDORSEMENT: MORTGAGE INVESTMENT CORPORATION
Signature: [Signature]

008182 ⑆3234-2-002⑆ 00685-19⑆ ⑆0004662296⑆

BACK - 20140815 0068519
CHEQUE# 0000000008182

\$46,622.96

PRINTER ID. NO. 1001

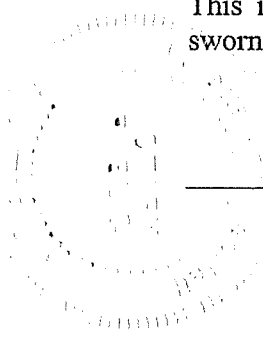
SECURITY FEATURES

DEPOSIT ONLY TO
1623786 ONTARIO INC
WYLE ELECTRIC ACC # 1000239

Endorsement - Signature or Stamp

VERS-O-BACK
3600221528 0300253644

This is Exhibit "37" referred to in the Affidavit of Larry Dunn
sworn February 6, 2015



Commissioner for Taking Affidavits (or as may be)

Loretta Ann MacNeil
Notary Public, County of Simcoe,
limited to the attestation of
instruments and the taking of
affidavits, for HarbourEdge Capital
Corporation and its associated companies
Expires June 11, 2016

CITY OF KINGSTON

216 Ontario Street, PO Box 640
Kingston, ON K7L 2Z3

TAX ARREARS/TAXES CURRENT CERTIFICATE

UNDER SECTION 352(1) OF THE MUNICIPAL ACT, S.O. 2001 C.25

Issued To :

HARBOUR EDGE
40 HURON ST SUITE 300
COLLINGWOOD ON
L9Y 4R3

Certificate No: 33820

Roll Number: 1011.080.220.13900.0000

Statement showing Taxes upon the following lands as at: 2015/01/19

Your Reference No:

R BROAD

DESCRIPTION OF PROPERTY:

3651 GENGE RD
KINGSTON CON 4 WA PT LOTS 5
AND 6 AND RP 13R19417 PART 2
IRREG
199.14AC FR D

Owner Name:

HARDEN ENTERPRISES

PRIOR YEARS	STATEMENT OF TAX ARREARS		STATEMENT OF CURRENT TAXES		TAX ACCOUNT SUMMARY	
	TAX/OTHER CHARGES	PENALTY/INTEREST	DUE DATE	TAX INSTALLMENT		
2014	9,423.75	824.60		0.00	Prior Years Arrears	10,248.35
2013	0.00	0.00		0.00	Current Year Balance	0.00
2012+	0.00	0.00		0.00	Deferral Amount	0.00
			Supplemental/Adj	0.00	Accumulated Int on Deferral	0.00
			Other Charges	0.00	Admin. Charge	0.00
			Penalty/Interest	0.00		
			Credits This Year	0.00		
Prior Years Arrears		10,248.35	Current Year Balance	0.00	TOTAL UNPAID TAXES	10,248.35

TAXES LEVIED PREVIOUS YEAR: 19,250.91 CURRENT YEAR LEVY TO DATE:

LOCAL IMPROVEMENTS CHARGES INCLUDED ARE AS FOLLOWS:

TYPE	ANNUAL AMOUNT	START YEAR	EXPIRES JAN 1 OF
------	---------------	------------	------------------

PENDING LOCAL IMPROVEMENT CHARGES:

TYPE	ESTIMATED AMOUNT IF SHOWN
------	---------------------------

I hereby certify that the above statement shows all arrears of taxes against the above lands.

Penalty/Interest has been calculated to the date of issue of this certificate.

Penalty/Interest is charged at a rate of 1.25% per month unless otherwise indicated.

TREASURER / TAX COLLECTOR
FOR TAX CERTIFICATE PURPOSES ONLY



CORPORATION OF THE CITY OF KINGSTON
TAX ARREARS/TAXES CURRENT CERTIFICATE - DISCLAIMER
UNDER SECTION 352(1) OF THE *MUNICIPAL ACT*, S.O. 2001 C.25

1. This tax certificate has been prepared in accordance with the provisions of Section 352 of the *Municipal Act, 2001*. This certificate reflects only those charges added to the Tax Collector's Roll up to the day of certification.
2. The total taxes shown may include additions to the Tax Collector's Roll as authorized by statute.
3. Interest charges are added to the end of the month in which this certificate was issued. Payment after that date is subject to additional charges.
4. This certificate is subject to additional taxes which may be levied pursuant to the provisions of the *Municipal Act, 2001*, the *Assessment Act* or any other applicable legislation.
5. Any credit balance appearing on this certificate is not verified. No adjustment should be made unless the credit balance is a known and acknowledged overpayment.
6. This certificate is subject to additional taxes which may be levied pursuant to the provisions of the *Municipal Act, 2001*, the *Assessment Act* or any other applicable legislation.
7. This certificate may be subject to the adjustment of taxes pursuant to the provisions of the *Municipal Act, 2001*, the *Assessment Act* or any other applicable legislation.
8. This certificate does not include local improvement charges for future years. Contact the Engineering Services Division for information (613) 546-4291 ext. 3130.

CITY OF KINGSTON

216 Ontario Street, PO Box 640
Kingston, ON K7L 2Z3

TAX ARREARS/TAXES CURRENT CERTIFICATE

UNDER SECTION 352(1) OF THE MUNICIPAL ACT, S.O. 2001 C.25

Issued To :

HARBOUR EDGE
40 HURON ST SUITE 300
COLLINGWOOD ON
L9Y 4R3

Certificate No: 33821

Roll Number: 1011.080.220.14000.0000

Statement showing Taxes upon the following lands as at: 2015/01/19

Your Reference No :

R BROAD

DESCRIPTION OF PROPERTY:

3600 GENGE RD
CON 4 WA LOT 4 PT
IRREG
4.27AC 635.98FR D

Owner Name :

HARDEN ENTERPRISES INC

PRIOR YEARS	STATEMENT OF TAX ARREARS		STATEMENT OF CURRENT TAXES		TAX ACCOUNT SUMMARY	
	TAX/OTHER CHARGES	PENALTY / INTEREST	DUE DATE	TAX INSTALLMENT		
2014	1,486.54	130.06		0.00	Prior Years Arrears	1,616.60
2013	0.00	0.00		0.00	Current Year Balance	0.00
2012+	0.00	0.00		0.00	Deferral Amount	0.00
			Supplemental/Adj	0.00	Accumulated Int on Deferral	0.00
			Other Charges	0.00	Admin. Charge	0.00
			Penalty/Interest	0.00		
			Credits This Year	0.00		
Prior Years Arrears		1,616.60	Current Year Balance	0.00	TOTAL UNPAID TAXES	1,616.60

TAXES LEVIED PREVIOUS YEAR:

2,983.47

CURRENT YEAR LEVY TO DATE:

LOCAL IMPROVEMENTS CHARGES INCLUDED ARE AS FOLLOWS:

TYPE

ANNUAL AMOUNT

START YEAR

EXPIRES JAN 1 OF

PENDING LOCAL IMPROVEMENT CHARGES:

TYPE

ESTIMATED AMOUNT IF SHOWN

I hereby certify that the above statement shows all arrears of taxes against the above lands.
Penalty/Interest has been calculated to the date of issue of this certificate.
Penalty/Interest is charged at a rate of 1.25% per month unless otherwise indicated.

TREASURER/TAX COLLECTOR
FOR TAX CERTIFICATE PURPOSES ONLY



CORPORATION OF THE CITY OF KINGSTON
TAX ARREARS/TAXES CURRENT CERTIFICATE - DISCLAIMER
UNDER SECTION 352(1) OF THE *MUNICIPAL ACT*, S.O. 2001 C.25

1. This tax certificate has been prepared in accordance with the provisions of Section 352 of the *Municipal Act, 2001*. This certificate reflects only those charges added to the Tax Collector's Roll up to the day of certification.
2. The total taxes shown may include additions to the Tax Collector's Roll as authorized by statute.
3. Interest charges are added to the end of the month in which this certificate was issued. Payment after that date is subject to additional charges.
4. This certificate is subject to additional taxes which may be levied pursuant to the provisions of the *Municipal Act, 2001*, the *Assessment Act* or any other applicable legislation.
5. Any credit balance appearing on this certificate is not verified. No adjustment should be made unless the credit balance is a known and acknowledged overpayment.
6. This certificate is subject to additional taxes which may be levied pursuant to the provisions of the *Municipal Act, 2001*, the *Assessment Act* or any other applicable legislation.
7. This certificate may be subject to the adjustment of taxes pursuant to the provisions of the *Municipal Act, 2001*, the *Assessment Act* or any other applicable legislation.
8. This certificate does not include local improvement charges for future years. Contact the Engineering Services Division for information (613) 546-4291 ext. 3130.

CITY OF KINGSTON

216 Ontario Street, PO Box 640
Kingston, ON K7L 2Z3

TAX ARREARS/TAXES CURRENT CERTIFICATE

UNDER SECTION 352(1) OF THE MUNICIPAL ACT, S.O. 2001 C.25

Issued To :

HARBOUR EDGE
40 HURON ST SUITE 300
COLLINGWOOD ON
L9Y 4R3

Certificate No: 33822

Roll Number: 1011.080.220.14001.0000

Statement showing Taxes upon the following lands as at: 2015/01/19

Your Reference No.:

R BROAD

DESCRIPTION OF PROPERTY:

3567 GENGE RD
CON 4WA PT LOT 4 RP 13R13124
PART 1

Owner Name :

SOUTHWINDS ENTERPRISES
LIMITED

IRREG
90.00AC 4414.47FR D

PRIOR YEARS	STATEMENT OF TAX ARREARS		STATEMENT OF CURRENT TAXES		TAX ACCOUNT SUMMARY	
	TAX/OTHER CHARGES	PENALTY / INTEREST	DUE DATE	TAX INSTALLMENT		
2014	2,673.05	233.87		0.00	Prior Years Arrears	2,906.92
2013	0.00	0.00		0.00	Current Year Balance	0.00
2012+	0.00	0.00		0.00	Deferral Amount	0.00
			Supplemental/Adj	0.00	Accumulated Deferral	0.00
			Other Charges	0.00	Admin. Charge	0.00
			Penalty/Interest	0.00		
			Credits This Year	0.00		
Prior Years Arrears		2,906.92	Current Year Balance	0.00	TOTAL UNPAID TAXES	2,906.92

TAXES LEVIED PREVIOUS YEAR: 5,382.78 CURRENT YEAR LEVY TO DATE:

LOCAL IMPROVEMENTS CHARGES INCLUDED ARE AS FOLLOWS:

TYPE	ANNUAL AMOUNT	START YEAR	EXPIRES JAN 1 OF
------	---------------	------------	------------------

PENDING LOCAL IMPROVEMENT CHARGES:

TYPE	ESTIMATED AMOUNT IF SHOWN
------	---------------------------

I hereby certify that the above statement shows all arrears of taxes against the above lands. Penalty/interest has been calculated to the date of issue of this certificate. Penalty/interest is charged at a rate of 1.25% per month unless otherwise indicated.

TREASURER / TAX COLLECTOR
FOR TAX CERTIFICATE PURPOSES ONLY



CORPORATION OF THE CITY OF KINGSTON
TAX ARREARS/TAXES CURRENT CERTIFICATE - DISCLAIMER
UNDER SECTION 352(1) OF THE MUNICIPAL ACT, S.O. 2001 C.25

1. This tax certificate has been prepared in accordance with the provisions of Section 352 of the *Municipal Act, 2001*. This certificate reflects only those charges added to the Tax Collector's Roll up to the day of certification.
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3. Interest charges are added to the end of the month in which this certificate was issued. Payment after that date is subject to additional charges.
4. This certificate is subject to additional taxes which may be levied pursuant to the provisions of the *Municipal Act, 2001*, the *Assessment Act* or any other applicable legislation.
5. Any credit balance appearing on this certificate is not verified. No adjustment should be made unless the credit balance is a known and acknowledged overpayment.
6. This certificate is subject to additional taxes which may be levied pursuant to the provisions of the *Municipal Act, 2001*, the *Assessment Act* or any other applicable legislation.
7. This certificate maybe subject to the adjustment of taxes pursuant to the provisions of the *Municipal Act, 2001*, the *Assessment Act* or any other applicable legislation.
8. This certificate does not include local improvement charges for future years. Contact the Engineering Services Division for information (613) 546-4291 ext. 3130.

LOU VADALA PROFESSIONAL CORPORATION
BARRISTER, SOLICITOR & NOTARY PUBLIC

781 Blackburn Mews
Kingston, Ontario K7P 2N5

Telephone: (613) 384-1709.

Facsimile: (613) 384-8955

Lou Vadala, B.A. (Hons) B.Ed. LL.B.

lou@lvadala.com

SENT BY REGISTERED MAIL

October 20, 2014

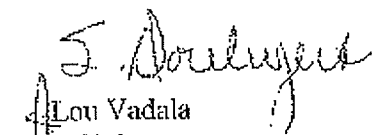
Harbouredge Mortgage Investment Corporation
40 Huron Street
Suite 300
Collingwood, ON L9Y 4R3

Dear Sir or Madam:

RE: 1709927 ONTARIO LIMITED mortgage from
HARNDEN ENTERPRISES INCORPORATED, KENNETH ANDREW HARNDEN and
SOUTHWINDS ENTERPRISES LIMITED
3651 Genge Road, Kingston, 3600 Genge Road, Kingston,
1485 Westbrook Road, Kingston and 3651 Genge Road, Kingston

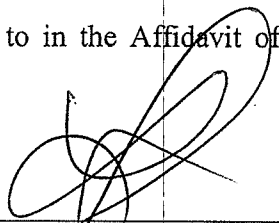
Please find attached a Notice of Sale Under Mortgage for the above-noted matter, served upon you pursuant to the *Rules of Civil Procedure*.

Yours truly,

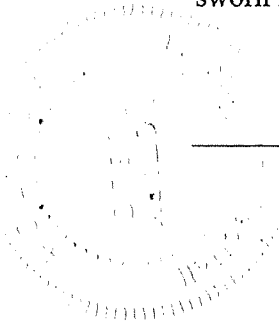

Lou Vadala
LV/sd

Encl.

This is Exhibit "38" referred to in the Affidavit of Larry Dunn
sworn February 6, 2015



Commissioner for Taking Affidavits (or as may be)



Loretta Ann MacNeil
Notary Public, County of Simcoe,
limited to the attestation of
instruments and the taking of
affidavits, for HarbourEdge Capital
Corporation and its associated companies
Expires June 11, 2016

NOTICE OF SALE UNDER MORTGAGE

TO: ALL THOSE PERSONS LISTED ON SCHEDULE "A" ATTACHED HERETO AND FORMING PART OF THIS NOTICE.

TAKE NOTICE that default has been made in payment of the moneys due under a certain blanket mortgage dated the 23rd day of May, 2013, made between Harnden Enterprises Incorporated, Kenneth Andrew Harnden and Southwinds Enterprises Limited, as Chargors, and Kenneth Andrew Harden and Anita Harnden as Guarantors, and 1880452 Ontario Limited as Chargee, upon the security of the following properties, namely:

Part Lot 5-6, Concession 4, Western Addition Kingston as in FR603823, lying south of Genge Road except FR134909 & RP 703; S/T FR108077, FR228153; Kingston, PIN 36265-0026 (LT) known as 3651 Genge Road, Kingston;

Part Lot 4, Concession 4, Western Addition Kingston as in FR643223; Kingston; PIN 36265-0030 (LT) known as 3600 Genge Road, Kingston;

Part Lot 5, Concession 4, Western Addition Kingston, Part 2, 13R-19417; S/T FR782059; Kingston, PIN 36128-0128 (LT) known as 1485 Westbrook Road, Kingston; and,

Part Lot 4, Concession 4, Western Addition Kingston, Part 1, 13R-13124; Kingston; Subject To an Easement in gross over Part 2, 13R-20411 in favour of Hydro One Networks Inc. as in FC148565, PIN 36265-0033 (LT), known as 3651 Genge Road, Kingston

which charge was registered on the 24th day of May, 2013, in the Land Registry Office for the Land Titles Division of Frontenac (No. 13) as Instrument No. FC159224 and an Application to Change Name-Instrument from 1880452 Ontario Ltd. to 1709927 Ontario Limited was registered on July 12, 2013 as Instrument No. FC162615.

AND I hereby give you notice that the amount now due on the charge for principal money, interest and costs, respective, is \$981,527.06, made up as follows:

Principal	\$979,200.00
Legal Fees and Disbursements Including Notice and Discharge (Incl HST 123018574RT0001)	\$ 2,327.06

Pursuant to the terms of the mortgage, the defendants failed to pay the balance due on the 28th day of November, 2013.

- 2 -

AND unless the said sums are paid on or before the 11th day of December, 2014, I shall sell the property covered by the said charge under the provisions contained in it.

THIS notice is given to you as you appear to have an interest in the charged properties and may be entitled to redeem the same.

DATED October 17, 2014.

1709927 ONTARIO LIMITED.

By its solicitor

LOU VADALA PROFESSIONAL CORPORATION

Per: Lou Vadala

781 Blackburn Mews

Kingston, ON K7P 2N5

Telephone: 613-384-1709

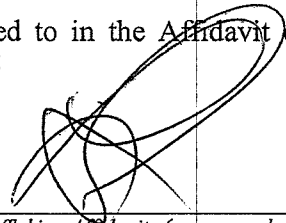
Facsimile: 613-384-8955

SCHEDULE "A"

TO NOTICE OF SALE UNDER MORTGAGE

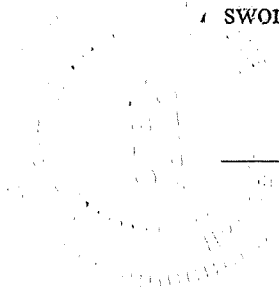
- TO: HARNDEN ENTERPRISES INCORPORATION
3651 Genge Road
Kingston, ON K7P 2Z9
- TO: KENNETH ANDREW HARNDEN
634 Fernmoor Drive
Kingston, ON K7M 8K5
- TO: ANITA HARNDEN
CONSENTING SPOUSE OF KENNETH ANDREW HARNDEN
634 Fernmoor Drive
Kingston, ON K7M 8K5
- TO: SOUTHWINDS ENTERPRISES LIMITED
3651 Genge Road
Kingston, ON K7P 2Z9
- TO: KENNETH ANDREW HARNDEN (GUARANTOR)
634 Fernmoor Drive
Kingston, ON K7M 8K5
- TO: THE SPOUSE OF KENNETH ANDREW HARNDEN
634 Fernmoor Drive
Kingston, ON K7M 8K5
- TO: ANITA HARNDEN (GUARANTOR)
634 Fernmoor Drive
Kingston, ON K7M 8K5
- TO: THE SPOUSE OF ANITA HARNDEN
634 Fernmoor Drive
Kingston, ON K7M 8K5
- TO: HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
40 Huron Street
Suite 300
Collingwood, ON L9Y 4R3

This is Exhibit "39" referred to in the Affidavit of Larry Dunn
sworn February 2015



Commissioner for Taking Affidavits (or as may be)

Loretta Ann MacNeil
Notary Public, County of Simcoe,
limited to the attestation of
instruments and the taking of
affidavits, for HarbourEdge Capital
Corporation and its associated companies
Expires June 11, 2016



Properties

PIN 36265 - 0033 LT
Description PT LT 4 CON 4 WESTERN ADDITION KINGSTON PT 1, 13R13124; KINGSTON;
SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 13R20411 IN FAVOUR OF HYRO
ONE NETWORKS INC. AS IN FC148565
Address 3651 GENGE ROAD
KINGSTON

Consideration

Consideration \$54,255.17

Claimant(s)

Name ALEX MCCOY PLUMBING & HEATING LTD.
Address for Service 160 Binnington Court
KINGSTON, ON K7M 8N1

I, Chris McCoy, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.
I, Chris McCoy, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner Southwinds Enterprises Limited, 1485 Westbrook Road and 3651 Genge Road, Kingston, Ontario. Name and address of person to whom lien claimant supplied services or materials Southwinds Enterprises Limited, 3651 Genge Road, Kingston, Ontario. Time within which services or materials were supplied from 2013/07/09 to 2014/08/01 Short description of services or materials that have been supplied : to install plumbing and HVAC as per quote/job no. 2013-053. Contract price or subcontract price \$262,405.03 Amount claimed as owing in respect of services or materials that have been supplied \$54,255.17.
The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Tina-Marie Fasano Box 1567 Stn. Main 89 Clarence St. acting for Signed 2014 09 12
Kingston Applicant(s)
K7L 5C8
Tel 613-546-2147
Fax 613-546-5364
I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

RYDER-BURBIDGE HURLEY FASANO Box 1567 Stn. Main 89 Clarence St. 2014 09 12
PROFESSIONAL CORPORATION Kingston
K7L 5C8
Tel 613-546-2147
Fax 613-546-5364

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Claimant Client File Number : 14-416

Properties

PIN 36265 - 0033 LT
Description PT LT 4 CON 4 WESTERN ADDITION KINGSTON PT 1, 13R13124; KINGSTON;
SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 13R20411 IN FAVOUR OF HYRO
ONE NETWORKS INC. AS IN FC148565
Address 3651 GENGE ROAD
KINGSTON

Consideration

Consideration \$50,127.92

Claimant(s)

Name WYLIE ELECTRIC O/A 1425786 ONTARIO INC.
Address for Service 1056 Gardiners Road, Kingston, ON
K7P 1R7

I, Richard Wylie, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Richard Wylie, have the authority to bind the corporation.

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

Statements

Name and Address of Owner Southwinds Enterprises Limited, 1485 Westbrook Road and 3651 Genge Road, Kingston

Name and address of person to whom lien claimant supplied services or materials Southwinds Enterprises Limited, 3651 Genge Road, Kingston Time within which services or materials were supplied from 2013/11/07 to 2014/08/15 Short description of services or materials that have been supplied To supply and install back up generator with Life Safety capabilities and extensive electrical contract work Contract price or subcontract price \$527,571.29 Amount claimed as owing in respect of services or materials that have been supplied \$50,157.92

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

John David Crowe Box 1144, Stn. Main, 45 Johnson acting for First 2014 09 17
St. Applicant(s) Signed
Kingston
K7L 4Y5

Tel 6135462642

Fax 6135461267

John David Crowe Box 1144, Stn. Main, 45 Johnson acting for Last 2014 09 22
St. Applicant(s) Signed
Kingston
K7L 4Y5

Tel 6135462642

Fax 6135461267

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

Submitted By

CROWEJ DAVID Box 1144, Stn. Main, 45 Johnson 2014 09 22
St.
Kingston
K7L 4Y5

Tel 6135462642

Fax 6135461267

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

Properties

PIN 36265 - 0033 LT
Description PT LT 4 CON 4 WESTERN ADDITION KINGSTON PT 1, 13R13124; KINGSTON;
 SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 13R20411 IN FAVOUR OF HYRO
 ONE NETWORKS INC. AS IN FC148565
Address 3651 GENGE ROAD
 KINGSTON

Consideration

Consideration \$53,245.03

Claimant(s)

Name MENDES, ANTONIO CARRYING ON BUSINESS AS ANTONIO MENDES CONSTRUCTION
Address for Service 132 Sheridan Street
 Kingston, Ontario
 K7P 3E9

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 SOUTHWINDS ENTERPRISES LIMITED, 3651 GENGE ROAD, WESTBROOK, ON, K7P 2Z9 Name and address of person to whom lien claimant supplied services or materials SOUTHWINDS ENTERPRISES LIMITED, 3651 GENGE ROAD, WESTBROOK, ON, K7P 2Z9 Time within which services or materials were supplied from 2013/09/26 to 2014/11/04 Short description of services or materials that have been supplied Supply and install drywall, Tbar ceiling, door frames and plywood for exterior walls. Contract price or subcontract price \$237,356.52 Amount claimed as owing in respect of services or materials that have been supplied \$53,245.03 The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Jose De Oliveira Bastos 201-726 Princess St. acting for Signed 2014 12 17
 Kingston Applicant(s)
 K7L 1G2
 Tel 613-544-9851
 Fax 613-544-6239

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

Submitted By

JOSE DE O. BASTOS BARRISTER & SOLICITOR 201-726 Princess St. 2014 12 17
 Kingston
 K7L 1G2
 Tel 613-544-9851
 Fax 613-544-6239

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Claimant Client File Number : 14191

Properties

PIN 36265 - 0033 LT
Description PT LT 4 CON 4 WESTERN ADDITION KINGSTON PT 1, 13R13124; KINGSTON;
 SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 13R20411 IN FAVOUR OF HYRO
 ONE NETWORKS INC. AS IN FC148565
Address 3651 GENGE ROAD
 KINGSTON

Party From(s)

Name ALEX MCCOY PLUMBING & HEATING LTD.
Address for Service 160 Binnington Court
 KINGSTON, ON K7M 8N1

I, Chris McCoy, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Statements

This document relates to registration no.(s)FC186853
 Schedule: See Schedules

Signed By

Tina-Marie Fasano Box 1567 Stn. Main 89 Clarence St. acting for Party Signed 2014 10 23
 Kingston From(s)
 K7L 5C8

Tel 613-546-2147

Fax 613-546-5364

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

Submitted By

RYDER-BURBIDGE HURLEY FASANO Box 1567 Stn. Main 89 Clarence St. 2014 10 23
 PROFESSIONAL CORPORATION Kingston
 K7L 5C8

Tel 613-546-2147

Fax 613-546-5364

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Party From Client File Number : 14-416

Court File No. CV-14-492-00

ONTARIO SUPERIOR COURT OF JUSTICE

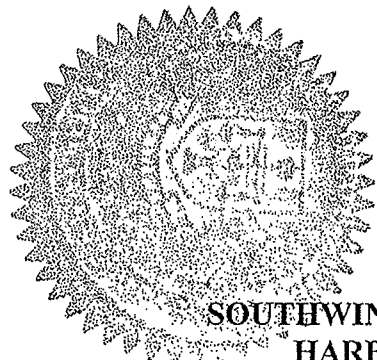
IN THE MATTER OF THE *Construction Lien Act*,
R.S.O. 1990, c. C-30, as amended

BETWEEN:

ALEX McCOY PLUMBING & HEATING LTD.

Plaintiff

- and -



SOUTHWINDS ENTERPRISES LIMITED, 1709927 ONTARIO LIMITED and
HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

Defendants

CERTIFICATE OF ACTION

I certify that an action has been commenced in the Ontario Superior Court of Justice under the *Construction Lien Act* 1990 between the above parties in respect of the premises described in Schedule A to this Certificate and relating to the Claim for Lien bearing the following registration number: FC186853.

Date: October 22, 2014

[Signature]
Registrar or Local Registrar
Ontario Superior Court of Justice
5 Court Street
KINGSTON, ON K7L 2N4

- 2 -

SCHEDULE "A"

PT LT 4 CON 4 WESTERN ADDITION KINGSTON PT 1, 13R13124; KINGSTON;
SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 13R20411 IN FAVOUR OF
HYDRO ONE NETWORKS INC. AS IN FC 148565.

ALEX McCOY PLUMBING & HEATING LTD.

Plaintiff

and

SOUTHWINDS ENTERPRISES LIMITED et al.

Defendants

Court File No. CV-14-492-SD

ONTARIO SUPERIOR COURT OF JUSTICE
Proceeding commenced in Kingston

CERTIFICATE OF ACTION

RYDER-BURBIDGE HURLEY FASANO
Barristers and Solicitors

P.O. Box 1567

89 Clarence Street

KINGSTON, ON K7L 5C8

JOHN A. RYDER-BURBIDGE
LSUC #26346C

Phone: (613) 546-2147

Fax: (613) 546-5364

E-mail: jburbridge@rbhf.ca

Solicitors for the plaintiff

Properties

PIN 36265 - 0033 LT
Description PT LT 4 CON 4 WESTERN ADDITION KINGSTON PT 1, 13R13124; KINGSTON;
 SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 13R20411 IN FAVOUR OF HYRO
 ONE NETWORKS INC. AS IN FC148565
Address 3651 GENGE ROAD
 KINGSTON

Party From(s)

Name MENDES, ANTONIO CARRYING ON BUSINESS AS ANTONIO MENDES CONSTRUCTION
Address for Service 132 Sheridan Street
 Kingston, Ontario
 K7P 3E9

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

Statements

This document relates to registration no.(s)FC192392
 Schedule: See Schedules

Signed By

Jose De Oliveira Bastos 201-726 Princess St. acting for Party Signed 2015 01 30
 Kingston From(s)
 K7L 1G2
 Tel 613-544-9851
 Fax 613-544-6239

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

Submitted By

JOSE DE O. BASTOS BARRISTER & SOLICITOR 201-726 Princess St. 2015 01 30
 Kingston
 K7L 1G2
 Tel 613-544-9851
 Fax 613-544-6239

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

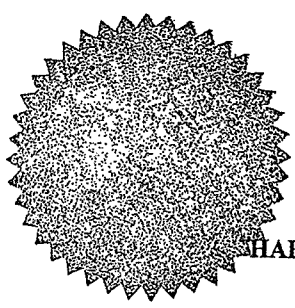
Party From Client File Number : 14194

ONTARIO SUPERIOR COURT OF JUSTICE
IN THE MATTER OF THE *Construction Lien Act*,
R.S.O. 1990, c. C-30, as amended

BETWEEN:

ANTONIO MENDES carrying on business as
ANTONIO MENDES CONSTRUCTION
Plaintiff

- and -



SOUTHWIND ENTERPRISES LIMITED
and
HARBOUREDGE MORTGAGE INVESTMENT CORPORATION
and
1709927 ONTARIO LIMITED
Defendants

CERTIFICATE OF ACTION

I certify that an action has been commenced in the Ontario Superior Court of Justice under the *Construction Lien Act* 1990 between the above parties in respect of the premises described in Schedule A to this Certificate and relating to the Claim for Lien bearing the following registration number FC192392.

DATE: JAN 30 2015

Registrar of Local Registrar
Ontario Superior Court of Justice
5 Court Street
Kingston, Ontario, K7L 2N4

SCHEDULE "A"

PT LT 4 CON 4 WESTERN ADDITION KINGSTON PT 1, 13R13124; KINGSTON;
SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 13R20411 IN FAVOUR OF
HYDRO ONE NETWORKS INC. AS IN FC 148565.

ANTONIO MENDES carrying on business as
ANTONIO MENDES CONSTRUCTION

SOUTHWINDS ENTERPRISES LIMITED, et al

Court File No. CV-15-47-00

-and-

Plaintiff

Defendant

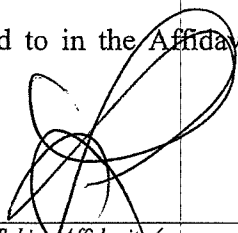
ONTARIO SUPERIOR COURT OF JUSTICE
Proceedings Commenced at Kingston

CERTIFICATE OF ACTION

JOSE DE O. BASTOS
Barrister & Solicitor
736 Princess Street, Suite 201
Kingston, Ontario
K7L 1G2

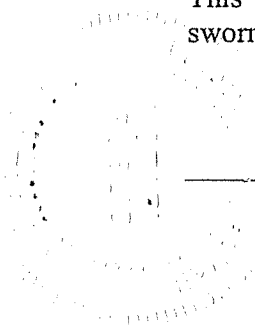
Tel: (613) 544-9851
fax: (613) 544-6239
LSUC: 26444A

This is Exhibit "40" referred to in the Affidavit of Larry Dunn
sworn February 6, 2015



Commissioner for Taking Affidavits (or as may be)

Loretta Ann MacNeil
Notary Public, County of Simcoe,
limited to the attestation of
instruments and the taking of
affidavits, for HarbourEdge Capital
Corporation and its associated companies
Expires June 11, 2016



BANKRUPTCY AND INSOLVENCY ACT

Notice of Intention to Enforce Security
 (Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: **Harnden Enterprises Incorporated and Southwinds Enterprises Limited**

insolvent persons

(Herein collectively "the Borrowers")

See Schedule 'A' attached hereto

TAKE NOTICE THAT:

1. **HARBOUREDGE MORTGAGE INVESTMENT CORPORATION ("Lender")**, a secured creditor, intends to enforce its security on the property of the insolvent persons described below:
 - (a) All present and future undertaking, property and assets of **Harnden Enterprises Incorporated** as more particularly described in the General Security Agreement dated the 25th day of July, 2013, granted by **Harnden Enterprises Incorporated** in favour of the Lender.
 - (b) All present and future undertaking, property and assets of **Southwinds Enterprises Limited** more particularly described in the General Security Agreement dated the 25th day of July, 2013, granted by **Southwinds Enterprises Limited** in favour of the Lender.
 - (c) All right, title and interest in and to, and all claims of every nature or kind which the **Borrowers** or either of them may have now or in the future pursuant to the contracts, agreements, permits, plans and specifications, insurance policies and leasing/rental contracts more particularly described in the Assignment of Contracts dated the 25th day of July, 2013, granted by the **Borrowers** in favour of the Lender;
 - (d) All HST rebates, refunds or repayments of HST and to naming rights associated with the business facilities owned and operated by the **Borrowers** or either of them on a portion of the properties described herein, of every nature or kind to which the **Borrowers** or either of them may now have or in the future, pursuant to an Assignment of HST Rebates and Proceed from Naming Rights dated the 25th day of July, 2013, granted by the **Borrowers** in favour of the Lender.
 - (e) All rental deposits and other payments made from time to time to the **Borrowers**, or either of them, by third parties who rent or lease the facilities of the **Borrowers** on a portion of the properties described herein, pursuant to an Agreement dated August 15, 2013, granted by the **Borrowers** in favour of the Lender.
 - (f) The properties described in Schedule "B" attached hereto pursuant to:
 - i) a Charge/Mortgage registered as Instrument No. FC163715 on July 26, 2013, on the properties in the principal amount of \$6,300,000.00;
 - ii) a Notice registered on the properties as Instrument No. FC171429 on November 26, 2013, attaching an Agreement amending the terms of the Charge/Mortgage referred to above and increasing the principal amount of the Charge/Mortgage to \$7,750,000.00.

-2-

- iii) the documents referred to in Sections 1 (c), (d) and (e) above.
2. The security that is to be enforced is in the form of the following:
- a) The General Security Agreements referred to in Section 1 (a) and (b) above.
 - b) The Assignment of Contracts referred to in Section 1(c) above.
 - c) The Assignment of HST Rebates and Proceed from Naming Rights referred to in Section 1(d) above.
 - d) The Agreement referred to in Section 1(e) above.
 - e) The Charge/Mortgage referred to in Section 1 (f) (i) above.
 - f) The Notice amending the terms of the Charge/Mortgage referred to in Section 1 (f) (ii) above.
3. The total amount of indebtedness secured by the security is \$7,949,410.50 as at August 15, 2014, plus accrued interest at the rate of 12.0 per cent per annum, calculated monthly, from that date, plus any outstanding municipal taxes and legal costs.
4. The secured creditor will not have the right to enforce the security until after the expiry of the ten (10) day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.


DATED at Collingwood, Ontario this 15th day of August, 2014.

HARBOUREDGE MORTGAGE INVESTMENT
CORPORATION

by its solicitor,

VICTOR L. VANDERGUST PROFESSIONAL
CORPORATION

Per:



VICTOR L. VANDERGUST

VICTOR L. VANDERGUST
Professional Corporation
Barrister & Solicitor
11 Hurontario Street, Box 39
Collingwood, Ontario L9Y 3Z4

(705) 445-4544 (phone)
(705) 445-4160 (fax)

SCHEDULE 'A'

TO:

Harnden Enterprises Incorporated
3651 Genge Road
Kingston, Ontario K7P 2Z9

Southwinds Enterprises Limited
3651 Genge Road
Kingston, Ontario K7P 2Z9

Southwinds Enterprises Limited
3651 Genge Road
Westbrook, Ontario K7P 2Z9

Harnden Enterprises Incorporated
3651 Genge Road
Westbrook, Ontario K7P 2Z9

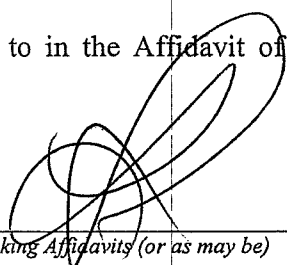
Kenneth Harnden
634 Fernmoor Drive
Kingston, Ontario K7M 8K5

Anita Harnden
634 Fernmoor Drive
Kingston, Ontario K7M 8K5

SCHEDULE 'B'

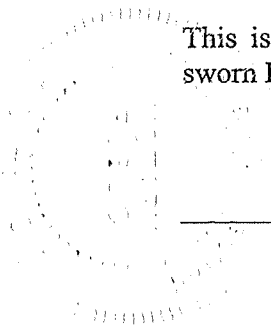
Properties			
<i>PIN</i>	36128 - 0128 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 5 CON 4 WESTERN ADDITION KINGSTON PT 2 13R19417; S/T FR782059; KINGSTON		
<i>Address</i>	KINGSTON		
<i>PIN</i>	36265 - 0026 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 5-6 CON 4 WESTERN ADDITION KINGSTON AS IN FR603823 LYING S OF GENGE RD EXCEPT FR134909 & RP 703; S/T FR108077, FR228153; KINGSTON		
<i>Address</i>	3651 GENGE RD KINGSTON		
<i>PIN</i>	36265 - 0030 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 4 WESTERN ADDITION KINGSTON AS IN FR643223; KINGSTON		
<i>Address</i>	3600 GENGE RD KINGSTON		
<i>PIN</i>	36265 - 0033 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 4 WESTERN ADDITION KINGSTON PT 1, 13R13124; KINGSTON; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 13R20411 IN FAVOUR OF HYRO ONE NETWORKS INC. AS IN FC148565		
<i>Address</i>	3651 GENGE ROAD KINGSTON		

This is Exhibit "41" referred to in the Affidavit of Larry Dunn
sworn February 6, 2015



Commissioner for Taking Affidavits (or as may be)

Loretta Ann MacNeil
Notary Public, County of Simcoe,
limited to the attestation of
instruments and the taking of
affidavits, for HarbourEdge Capital
Corporation and its associated companies
Expires June 11, 2016



Court File No. 14-0933

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

Plaintiff

and

**HARNDEN ENTERPRISES INCORPORATED, SOUTHWINDS
ENTERPRISES LIMITED, KENNETH HARNDEN AND
ANITA HARNDEN**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

-2-

IF YOU FAIL TO SERVE AND FILE A STATEMENT OF DEFENCE, JUDGMENT MAY BE GIVEN AGAINST WITHOUT FURTHER NOTICE. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE,

"A. Foerster-Davis"
Clerk/Registrar
Superior Court of Justice

Date: August 18, 2014

Issued by _____
Registrar

Address of Court Office: 75 Mulcaster Street
Barrie, Ontario
L4M 3P2

TO: Harnden Enterprises Incorporated
3651 Genge Road
Kingston, Ontario K7P 2Z9

AND

TO: Southwinds Enterprises Limited
3651 Genge Road
Kingston, Ontario K7P 2Z9

AND

TO: Kenneth Harnden
634 Fernmoor Drive
Kingston, Ontario K7M 8K5

AND

TO: Anita Harnden
634 Fernmoor Drive
Kingston, Ontario K7M 8K5

- 3 -

CLAIM

1. The Plaintiff claims as against the Defendants:
 - (a) payment by the Defendants of the sum of \$7,949,410.50 now due under the Promissory Note and the covenants contained in a collateral Charge/Mortgage, as amended, referred to below, in accordance with the amounts set out in paragraph 13 below;
 - (b) possession of the charged/mortgaged properties referred to below;
 - (c) payment of such further moneys as may become due and owing pursuant to the Promissory Note and the covenants contained in the Charge/Mortgage, as amended, referred to below;
 - (d) pre-judgment interest on the aforesaid amount owing from the 15th day of August, 2014, until the date of payment or Judgment at the rate of 12.0 per cent per annum, calculated and payable monthly, in accordance with the terms of the Promissory Note and the Charge/Mortgage, as amended;
 - (e) post-judgment interest in accordance with the Promissory Note and the Charge/Mortgage, as amended, at the rate of 12.0 per cent per annum;
 - (f) in the alternative, pre-judgment and post-judgment interest pursuant to the provisions of the Courts of Justice Act, R.S.O. 1990, Chapter C.43, as amended;

- 4 -

- (g) the costs of this action on a solicitor and own client basis or in the alternative, on a substantial indemnity basis; and
 - (h) such further and other relief as to this Honourable Court may seem just.
2. The Plaintiff HarbourEdge Mortgage Investment Corporation is a company duly incorporated under the laws of the Province of Ontario, having its head office situated in the Town of Collingwood, in the County of Simcoe.
 3. The Defendant Harnden Enterprises Incorporated (herein "Harnden Inc.") is a company incorporated under the laws of the Province of Ontario having its head office situated in the City of Kingston, in the County of Frontenac.
 4. The Defendant Southwinds Enterprises Limited (herein "Southwinds Ltd.") is a company incorporated under the laws of the Province of Ontario having its head office situated in the City of Kingston, in the County of Frontenac.
 5. The Defendant Kenneth Harnden resides in the City of Kingston, in the County of Frontenac.
 6. The Defendant Anita Harnden resides in the City of Kingston, in the County of Frontenac.

-5-

7. The Plaintiff's claim is on a Demand Promissory Note dated November 19, 2013, in the principal amount of Seven Million Seven Hundred Fifty Thousand (\$7,750,000.00) Dollars plus interest at the rate of 12.0 per cent per annum calculated and payable monthly, made between the Defendants Southwinds Ltd. and Harnden Inc. as borrowers and the Plaintiff as lender, which Promissory Note was successor to a Demand Promissory Note dated July 25, 2013, made between the parties in the principal amount of \$6,300,000.00. The Plaintiff's claim is also upon:

- a) a collateral Charge/Mortgage made between the Defendants Southwinds Ltd. and Harnden Inc. as Chargors/Mortgagors, and the Plaintiff as Chargee/Mortgagee, and the Defendants, Kenneth Harnden and Anita Harnden as Guarantors (herein collectively the "Guarantors"), and registered on July 26, 2013, as Instrument Number FC163715 in the Land Registry Office for the Land Titles Division of Frontenac (No. 13) as to the lands as described below. Under the subject Charge/Mortgage, the Defendants Harnden Inc. and Southwinds Ltd. mortgaged/charged the property described below securing the principal sum of \$6,300,000.00 plus interest as set out therein at the rate of 12.0 per cent per annum calculated and payable monthly. Certain terms of the said Charge/Mortgage were

- 6 -

amended pursuant to a Notice registered on November 26, 2013, as Instrument Number FC171429, which attached thereto an Agreement Amending Charge. Pursuant to one of the amended terms of the said Agreement, the principal amount of the original Charge/Mortgage was increased to \$7,750,000.00.

8. The said Charge/Mortgage, as amended, further provided that the Defendants agreed to be bound by the provisions in Standard Charge Terms filed as Number 200033 which provide for:
 - a) post-judgment interest at the mortgage rate of interest;
 - b) solicitor and own client costs in the event of default;
 - c) compound interest on arrears including interest; and
 - d) possession upon default.

9. The Charge/Mortgage, as amended, provides that the Chargee/Mortgagee may pay all premiums of insurance, taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be paid in respect of the charged premises and that such payments, together with all costs, charges and legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the said lands, and generally in any other proceeding taken in connection with or to realize the security, shall be with interest at the aforesaid rate, and shall be a charge upon the said lands. Any such amounts paid by the Chargee/Mortgagee shall be added to the principal amount secured by

-7-

the Charge/Mortgage, as amended, and shall be payable forthwith with interest at the aforesaid rate.

10. The terms of the Charge/Mortgage, as amended, and the Plaintiff's terms of duly executed mortgage commitment agreements with the Defendants included the requirement of the personal guarantees of the Defendant Guarantors. Pursuant to the terms of the aforesaid Charge/Mortgage, as amended, the Defendant Guarantors irrevocably and unconditionally guaranteed payment to the Plaintiff of all indebtedness, obligations and liabilities of any kind whatsoever incurred by the Defendants Harnden Inc. and Southwinds Ltd., as well as the due and punctual payment of all principal moneys, interest and other moneys owing on the subject Promissory Note and the Charge/Mortgage, as amended, and are therefore liable for the full amount claimed in paragraph number 13 below. Independent written Guarantees given upon closing to the Plaintiff from each of the Guarantors also guaranteed the aforesaid obligations of the Defendants Harnden Inc. and Southwinds Ltd.
11. The Charge/Mortgage, as amended, further provides that on default of payment of any sum required to be paid under the Charge/Mortgage, as amended, the balance of the principal and interest immediately becomes due and payable and the Plaintiff is entitled to possession of the mortgaged properties and to a sale of the mortgaged properties. The Charge/Mortgage, as amended, further provides for payment of all

costs of the Chargee/Mortgagee in the enforcement of its claim on a solicitor and own client basis.

12. Default in payment of principal and interest upon the Promissory Note and the Charge/Mortgage, as amended, occurred and still continues. Demand for payment has been duly made.

13. Pursuant to the terms of the said Promissory Note and the Charge/Mortgage, as amended, there is now due and owing up to and including the 15th day of August, 2014, the amounts set below:

a) The amounts as set out in Schedule "A" attached hereto	\$7,949,410.50
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14. The Defendants are liable to pay the above amounts claimed and subsequent interest from the 15th day of August, 2014, at the said rate of interest namely 12.0 per cent per annum calculated monthly and in addition, the said Charge/Mortgage, as amended, provided that Administration, Servicing and Progress Fees are due on default. Same are shown in Schedule "A".

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15. The following are descriptions of the mortgaged properties:

As set out in Schedule "B" attached

The Plaintiff proposes that this action be tried at Barrie, Ontario.

Date: August 2014.

VICTOR L. VANDERGUST
PROFESSIONAL CORPORATION
Barrister & Solicitor
11 Hurontario Street
P.O. Box 39
Collingwood, Ontario L9Y 3Z4

(705) 445-4544 (phone)
(705) 445-4160 (fax)
Law Society #016184W

Solicitor for the Plaintiff

HarbourEdge Schedule A

MORTGAGE INVESTMENT CORPORATION

40 Huron Street
Suite 300
Collingwood, ON
L9Y 4R3

T 705.443.8158
F 705.443.8158

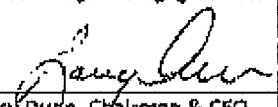
Mortgage Statement

Borrower: Harnden Enterprises / Southwind Enterprises
Guarantors: Ken Harnden
Anita Harnden
Statement Date: August 15, 2014

A) Principal Outstanding		\$	7,751,049.52
B) Accrued Interest			
June 30, 2014			77,604.86
July 31, 2014			79,386.57
August 15, 2014	(\$2599.40/per diem)		38,224.35
Total Interest			<u>195,215.78</u>
C) Other Fees (per Schedule A)			
NSF/Late Fees			2,000.00
Action Instituted Fee			1,000.00
Mortgage Statement Fee			100.00
Total Other Fees			<u>3,100.00</u>
D) Costs Incurred			
Postage			45.20
Legal Fees			TBD
Total Costs Incurred			<u>45.20</u>
A + B + C + D = Total Amount due as at August 15, 2014		\$	<u>7,949,410.50</u>

(Errors and omissions excepted)

HarbourEdge Mortgage Investment Corporation



Larry Durn, Chairman & CEO
I have the authority to bind the Corporation

SCHEDULE 'B'

<i>Properties</i>			
<i>PIN</i>	36128 - 0128 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 5 CON 4 WESTERN ADDITION KINGSTON PT 2 13R19417; S/T FR782099; KINGSTON		
<i>Address</i>	KINGSTON		
<i>PIN</i>	36265 - 0026 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 5-8 CON 4 WESTERN ADDITION KINGSTON AS IN FR603823 LYING S OF GENGE RD EXCEPT FR134909 & RP 703; S/T FR106077, FR228153; KINGSTON		
<i>Address</i>	3851 GENGE RD KINGSTON		
<i>PIN</i>	36265 - 0030 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 4 WESTERN ADDITION KINGSTON AS IN FR643223; KINGSTON		
<i>Address</i>	3800 GENGE RD KINGSTON		
<i>PIN</i>	36265 - 0033 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 4 WESTERN ADDITION KINGSTON PT 1, 13R13124; KINGSTON; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 13R20411 IN FAVOUR OF HYRO ONE NETWORKS INC. AS IN FC148585		
<i>Address</i>	3651 GENGE ROAD KINGSTON		

Court File No.: 14-0933

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

Plaintiff

- and -

HARNDEN ENTERPRISES INCORPORATED, SOUTHWINDS ENTERPRISES
LIMITED, KENNETH HARNDEN AND ANITA HARNDEN

Defendants

STATEMENT OF DEFENCE

1. The Defendants admit the allegations contained in paragraphs 2, 3, 4, 5 and 6 of the Statement of Claim.
2. The Defendants deny the allegations contained in paragraphs 1, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of the Statement of Claim.
3. The Defendants state, as the fact is, that the Defendants, Harnden Enterprises Incorporated and Southwinds Enterprises Limited, are the owners of the lands described in Schedule B of the Statement of Claim.
4. The Defendants further state, as the fact is, that the lands owned by the Corporate Defendants are occupied by the Westbrook Golf Club, a 27-hole golf facility and a dome allowing for indoor sports, including soccer and golf.
5. In March 2013, the Defendants, Kenneth Harnden and Anita Harnden, had discussions with the representatives of the Plaintiff

- 2 -

with respect to the Plaintiff providing financing in order for the Corporate Defendants to complete construction of the dome and other facilities on the lands described in Schedule B of the Statement of Claim.

6. The Defendants admit that certain funds were paid by the Plaintiff to contractors and subcontractors of the Defendants for the construction of the dome; however, the Plaintiff has never provided an accounting for such payments to the Defendants or any one of them. Accordingly, the Defendants have no knowledge whatsoever of any amounts advanced by the Plaintiff as alleged or at all and put the Plaintiff to the strict proof thereof.

7. Subject to a full and complete accounting by the Plaintiff with respect to funds advanced on behalf of the Defendants, or any one of them, these Defendants specifically deny the allegations contained in the Statement of Claim as aforesaid and put the Plaintiff to the strict proof thereof.

8. The Defendants propose that this action be tried at Kingston, Ontario.

DATE: September 25, 2014.

JOHN R. CROUCHMAN
Legal Counsel
4 Cataraqui Street
Suite 208
Kingston, Ontario
K7K 1R7

(613) 531-1888
FAX: (613) 531-5843

Solicitor for the Defendants

- 3 -

TO: VICTOR L. VANDERGUST
PROFESSIONAL CORPORATION
Barrister and Solicitor
11 Hurontario Street
P.O. Box 39
Collingwood, Ontario
L9Y 3Z4

(705) 445-4544
FAX: (705) 445-4160

Solicitor for the Plaintiff

Court File No.: 14-0933
HARNDEN ENTERPRISES INCORPORATED et al
Defendants

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION v. HARNDEN ENTERPRISES INCORPORATED et al
Plaintiff

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BARRIE

STATEMENT OF DEFENCE

Name: JOHN R. CROUCHMAN
Legal Counsel

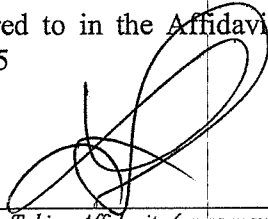
Address: 4 Cataragui Street
Suite 208
Kingston, Ontario
K7K 1Z7

Telephone
No.: (613) 531-1888

Fax No.: (613) 531-5843
LSUC #: 011485C

SOLICITOR FOR THE DEFENDANTS

This is Exhibit "42" referred to in the Affidavit of Larry Dunn
sworn February 26, 2015



Commissioner for Taking Affidavits (or as may be)

Loretta Ann MacNeil
Notary Public, County of Simcoe,
limited to the attestation of
instruments and the taking of
affidavits, for HarbourEdge Capital
Corporation and its associated companies
Expires June 11, 2016

A P P O I N T M E N T

TO: SF Partners Inc.

RE: Harnden Enterprises Incorporated (“**Harnden**”) and
Southwinds Enterprises Limited (“**Southwinds**”)

Harnden and Southwinds collectively referred to herein as the “**Debtors**”

Harbouredge Mortgage Investment Corporation (“**Harbouredge**”), as holder of:

- a charge/mortgage registered July 26, 2013, a copy of which is annexed hereto as Schedule ‘A’ (the “**Mortgage**”), and
- General Security Agreements dated July 25, 2013, granted respectively by Harnden and by Southwinds in favour of the Lender (the “**Agreements**”), and
- an Assignment of Contracts dated July 25, 2013, granted by the Debtors in favour of the Lender, and
- an Assignment of HST Rebates and Proceed from Naming Rights dated July 25, 2013, granted by the Debtors in favour of the Lender, and
- security over all rental deposits and other payments made from time to time to the Debtors, pursuant to an agreement dated August 15, 2013 granted by the Debtors in favour of the Lender,

hereby appoints SF Partners Inc. as receiver, manager and agent (the “**Receiver**”) of all of the assets, property and undertaking (the “**Property**”) of the Debtors, pursuant to the said Mortgage and Agreements, with such powers as are contained therein, including the power:

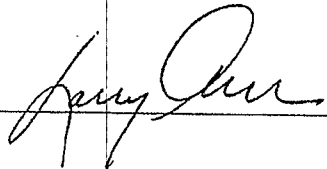
1. to take possession of all of the assets, property and undertaking of the Debtors;
2. to carry on the business of the Debtors;
3. to sell or otherwise dispose of the Property, pursuant to the sales provisions contained therein and the laws of the Province of Ontario; and
4. to make any arrangement or compromise which it shall think expedient with respect to the Property.

In consideration of you agreeing to act as Receiver, the Lender agrees:

5. to pay your reasonable remuneration and expenses; and
6. to indemnify and save you harmless against all liabilities, costs, taxes, accounts, actions, claims, demands and damages of any nature whatsoever whether at law or in equity arising out of your acting as Receiver of the Debtors, excepting, however, any liabilities, costs, taxes, accounts, actions, demands and damages of any nature whatsoever, which results from any negligence, misconduct, misfeasance or other unlawful act of you, your servants, employees or agents.

DATED at Collingwood, this 29th day of October 2014.

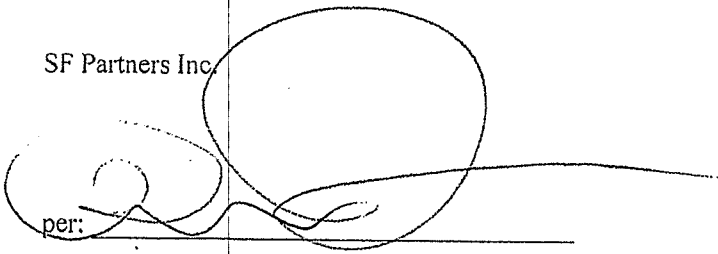
Harbouredge Mortgage Investment Corporation

per:  _____

per: _____

SF Partners Inc. hereby consents to act as Receiver for Harbouredge in accordance with the terms and conditions above.

SF Partners Inc.

 _____

Brahm Rosen

DATED at Toronto, this 29th day of October 2014.

SCHEDULE A

LRO # 19 Charge/Mortgage

Received as FC163715 on 2013 07 26 at 16:32

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

YYYY mm dd Page 1 of 7

Properties

- ✓ PIN 36128 - 0128 LT ✓ Interest/Estate Fee Simple

Description PT LT 5 CON 4 WESTERN ADDITION KINGSTON PT 2 13R19417; S/T FR782059;

Address KINGSTON
- ✓ PIN 36265 - 0026 LT ✓ Interest/Estate Fee Simple

Description PT LT 5-6 CON 4 WESTERN ADDITION KINGSTON AS IN FR603823 LYING S OF GENG RD EXCEPT FR134909 & RP 703; S/T FR108077, FR228153; KINGSTON

Address 3651 GENG RD KINGSTON
- ✓ PIN 36265 - 0030 LT ✓ Interest/Estate Fee Simple

Description PT LT 4 CON 4 WESTERN ADDITION KINGSTON AS IN FR643223; KINGSTON

Address 3600 GENG RD KINGSTON
- PIN 36265 - 0033 LT ✓ Interest/Estate Fee Simple

Description PT LT 4 CON 4 WESTERN ADDITION KINGSTON PT 1, 13R13124; KINGSTON; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 13R20411 IN FAVOUR OF HYRO ONE NETWORKS INC. AS IN FC148565

Address 3651 GENG ROAD KINGSTON

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 HARNDEN ENTERPRISES INCORPORATED

Address for Service 3651 Genge Road
Kingston, Ontario
K7P 2Z9

I, Kenneth Hamden, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

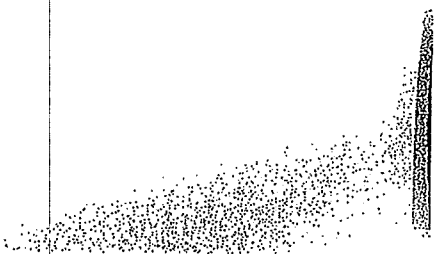
Name SOUTHWINDS ENTERPRISES LIMITED

Address for Service 3651 Genge Road
Kingston, Ontario
K7P 2Z9

I, Kenneth Hamden, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s)

Name	Capacity	Share
HARBOUREDGE MORTGAGE INVESTMENT CORPORATION		
Address for Service 40 Huron Street, Suite 300 Collingwood, Ontario L9Y 4R3		



LRO # 13 Charge/Mortgage

Received as FC163715 on 2013 07 28 at 16:32

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

yyyy mm dd Page 2 of 7

Provisions

Principal \$ 6,300,000.00 ✓ Currency CDN
 Calculation Period monthly
 Balance Due Date
 Interest Rate 12.0% ✓
 Payments
 Interest Adjustment Date
 Payment Date
 First Payment Date
 Last Payment Date
 Standard Charge Terms 200033
 Insurance Amount full insurable value ✓
 Guarantor Kenneth Hamden and Anita Hamden ✓

Additional Provisions

See Schedules

Signed By

Joseph Bruce Hart
 150 Hurontario St., PO Box 100 acting for Signed 2013 07 26
 Collingwood
 L9Y 3Z4
 Tel 7054454930
 Fax 7054451871

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

Submitted By

BAULKE AUGATIS STAHR LLP
 150 Hurontario St., PO Box 100 2013 07 26
 Collingwood
 L9Y 3Z4
 Tel 7054454930
 Fax 7054451871

Fees/Taxes/Payment

Statutory Registration Fee \$80.00
 Total Paid \$80.00

HarbourEdge
MORTGAGE INVESTMENT CORPORATION

HarbourEdge Centre
68 Maple Street, Suite 310
Collingwood ON
N2Y 4K2
T 785.442 8156
F 785.442 1168

SCHEDULE "A"
ADMINISTRATION/SERVICING and PROGRESS FEES

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for any missed or late installment and for processing each NSF cheque or other returned payments the Chargor shall pay to the Chargee the sum of Two Hundred and Fifty Dollars (\$250.00) on the first occasion, Five Hundred Dollars (\$500.00) on the 2nd occasion and One Thousand Dollars (\$1,000.00) thereafter.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for any insurance cancellations, premium payments or other non-compliance with the insurance requirements, the Chargor shall pay to the Chargee the sum of Two Hundred Dollars (\$200.00).

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that they will pay to the Chargee the sum of Fifty Dollars (\$50.00) for administering each property tax made to the municipality by the Chargee.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that they shall pay to the Chargee the sum of One thousand Dollars (\$1,000.00) for each default proceeding or action instituted.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for attending to take possession following default, the Chargor shall pay to the Chargee the sum of One Thousand Dollars (\$1,000.00).


IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for administering maintenance and security of each property in our possession, the Chargor shall pay to the Chargee the sum of Five Hundred Dollars (\$500.00) per day.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for each site inspection required by the Chargee following default, the Chargor shall pay to the Chargee the sum of Seven Hundred and Fifty Dollars (\$750.00).

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that upon discharge, mortgage assumption, mortgage postponement, mortgage assignment of each property, the Chargor shall pay to the Chargee the sum of Three Hundred and Fifty Dollars (\$350.00).

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that they will pay to the Chargee the sum of Seven Hundred and Fifty Dollars (\$750.00) for each Interim draw request made to the Chargor by the Chargee.

 (Initial)

www.harbouredge.com

SCHEDULE TO CHARGE**COLLATERAL CHARGE**

This Charge is given as collateral security to the obligations and indebtedness of the Chargor under a Promissory Note of even date in favour of the Chargee.

INTEREST RATE

The interest rate is **TWELVE (12.0%) PERCENT** per annum calculated and payable monthly from the date of advance.

INTEREST ADJUSTMENT DATE

The first day of the month coincident with or next following the date that the Charge is advanced. Interest accrues from the date of disbursement of funds to the Chargee's solicitor.

TERM - TWELVE (12) MONTHS from the date of advance.

REPAYMENT

The Charge shall be repayable in monthly payments of interest only, due and payable on the first (1st) day of the month coincident with or next following the date that the Charge is advanced and on the first day of every month thereafter until repayment in full of the principal amount of all Charge advances have been fully repaid.

All payments to be made under this Charge shall be made before 1:00 p.m. including additional payment of principal and also including full payment of principal, failing which, interest shall be charged at the rate set out in this Charge until the next regular banking day.

PREPAYMENT

Partial payment of principal or payment in full is permitted without interest penalty **SUBJECT TO** the payment of other applicable fees noted in Schedule "A". This provision takes precedence over any prepayment provision in the Chargee's standard charge documents.

AMENDMENT TO STANDARD CHARGE TERMS NO. 200033

The first sentence of paragraph 9 of the Standard Charge Terms No. 200033 is deemed to be deleted and replaced by the following wording:

"The Chargee on default of payment or default in performance of any other covenant in this charge contained or implied by law or statute for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land."

AGREEMENT NOT TO ENCUMBER

The Chargor agrees not to further charge/encumber the lands subject to the Charge without the prior written approval from the Chargee falling which this Charge, at the option of the Chargee, shall become due and payable in full.

NON-MERGER

The Chargor's obligations contained in the mortgage commitment letter dated July 5, 2013, (the "Commitment") to the extent that those obligations are not repeated in the Charge and other security referred to in the Commitment, shall survive the execution and registration of the Charge and other security documentation and all advances of funds under the Charge, and the Chargor agrees that those obligations shall not be deemed to be merged in the execution and registration of the Charge and any other security. Default pursuant to the Commitment shall, at the option of the Chargee, constitute a default within this Charge.

INDEBTEDNESS

Indebtedness means all moneys and liabilities matured or not, whether present or future, direct or indirect, absolute or contingent, now or at any time hereafter owing or incurred, wheresoever or howsoever incurred from or by the Chargor, as principal or surety, whether alone or jointly with any other person to the Chargee or by which the Chargee may become a creditor of the Chargor and all interest, damages and costs, and all premiums of insurance upon the buildings, fixtures and improvements now or hereafter brought or erected upon the

said property which may be paid by the Chargee and taxes.

CHARGE OF PROPERTY

The Chargor has, at the request of the Chargee, agreed to give this Charge as a continuing collateral security for payment to the Chargee on demand of the indebtedness, provided that such security be limited to the principal amount plus costs with interest thereon at the interest rate. Interest at the interest rate is calculated and payable monthly, not in advance, before and after demand, default and judgment, with interest on overdue interest and on all other amounts charged to the Chargor hereunder at the interest rate. The Chargor,

- (a) if the property is freehold property, hereby charges the property to the Chargee; or
- (b) if the property is a leasehold interest, hereby charges and sub-leases the property to the Chargee for and during the unexpired residue of the term of the lease, except the last day thereof, and all other estate, term, right of renewal and other interest of the Chargor in the lease;

to secure the repayment of the indebtedness and the performance of all of the obligations of the Chargor contained herein. The Chargor hereby releases to the Chargee all its claims upon the property until the Chargor has repaid the indebtedness and performed all of the obligations of the Chargor in the manner provided by this Charge.

ASSIGNMENT OF RENTS

The Chargor hereby agrees with the Chargee as follows:

- (a) The Chargor hereby assigns and set over to the Chargee all rents payable from time to time under all leases of the property or any part thereof, whether presently existing or arising in the future, together with the benefit of all covenants, agreements and provisos contained in the said leases, in favour of the Chargee;
- (b) Forthwith after making any lease of the Property or any part thereof the Chargor will execute and deliver to the Chargee an assignment in registrable form in the Chargee's usual form of all rents payable under such lease, the benefit of all covenants, agreements and provisos therein contained on the part of the tenant to be observed and performed and by the reversion of such lease, and will also execute and deliver to the Chargee all such notices and other documents as may be required in order to render such assignment effectual in law;
- (c) Nothing herein contained shall make the Chargee responsible for the collection of rents payable under any lease of the property or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease;
- (d) The Chargee shall not by virtue of these presents be deemed a Chargee in possession of the property;
- (e) The Chargee shall be liable to account for only such rents as actually come into its hands less reasonable collection charges in respect thereof and may apply such rents to the repayment of the indebtedness; and
- (f) Notwithstanding anything herein contained no lease of the property or any part thereof made by the Chargor without the consent in writing of the Chargee shall have priority over this Charge.

RECEIVER

Notwithstanding anything herein contained, it is declared and agreed that any time and from time to time when there shall be default under the provisions of these presents, the Chargee may, at such time and from time to time and with or without entry into possession of the Charged Premises, or any part thereof, by instrument in writing appoint any person whether an officer or officers or an employee or employees of the Chargee or not, to be a receiver (which term as used herein includes a receiver manager and also includes the plural as well as the singular) of the Charged Premises, or any part thereof, and of the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any receiver and appoint another in his stead, and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor, but no such appointment shall be revocable by the Chargor. Upon the appointment of any such receiver from time to time the following provisions shall apply:

- (a) Every such receiver shall have unlimited access to the Charged Premises as agent and attorney for the Chargor (which right of access shall not be revocable by the Chargor) and shall have full power and unlimited authority to:
- (i) collect the rents and profits from tenancies whether created before or after these presents;
 - (ii) rent any portion of the Charged Premises which may become vacant on such terms and conditions as he considers advisable and enter into and execute leases, accept surrenders and terminate lease;
 - (iii) complete the construction of any building or buildings or other erections or improvements on the Charged Premises left by the Chargor in an unfinished state or award the same to others to complete and purchase, repair and maintain any personal property including, without limitation, appliances and equipment, necessary or desirable to render the premises operable or rentable, and take possession of and use or permit others to use all or any part of the Chargor's materials, supplies, plans, tools, equipment (including appliances) and property of every kind and description;
 - (iv) manage, operate, repair, alter or extend the Charged Premises or any part thereof.

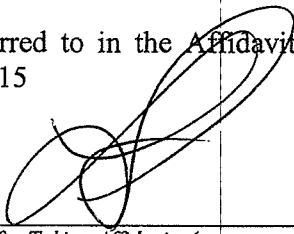
The Chargor undertakes to ratify and confirm whatever any such receiver may do in the Charged Premises.

- (b) The Chargee may at its discretion vest the receiver with all or any of the rights and powers of the Chargee.
- (c) The Chargee may fix the reasonable remuneration of the receiver who shall be entitled to deduct the same out of the revenue or the sale proceeds of the Charged Premises.
- (d) Every such receiver shall be deemed the agent or attorney of the Chargor and, in any event, the agent of the Chargee and the Chargee shall not be responsible for his acts or omissions.
- (e) The appointment of any such receiver by the Chargee shall not result in or create any liability or obligation on the part of the Chargee to the receiver or to the Chargor or to any other person and no appointment or removal of a receiver and no actions of a receiver shall constitute the Chargee a Chargee in possession of the Charged Premises.
- (f) No such receiver shall be liable to the Chargor to account for monies other than monies actually received by him in respect of the Charged Premises, or any part thereof, and out of such monies so received every such receiver shall, in the following order, pay:
 - (i) his remuneration aforesaid;
 - (ii) all costs and expenses of every nature and kind incurred by him in connection with the exercise of his powers and authority hereby conferred;
 - (iii) interest, principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to these presents, including taxes;
 - (iv) to the Chargee, all interest, principal and other monies due hereunder to be paid in such order as the Chargee in its discretion shall determine;
 - (v) and thereafter, every such receiver shall be accountable to the Chargor for any surplus.
- (g) Save as to claims for accounting under clause (f) of this paragraph, the Chargor hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not which may arise or be caused to the Chargor or any person claiming through or under him by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of dishonesty or fraud.
- (h) The Chargee may, at any time and from time to time, terminate any such receiver and

by notice in writing to the Chargor and to any such receiver.

- (i) The statutory declaration of an officer of the Chargee as to default under the provisions of these presents and as to the due appointment of the receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with a receiver who is ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual.
- (j) The rights and powers conferred herein in respect of the receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.

This is Exhibit "43" referred to in the Affidavit of Larry Dunn
sworn February 2015



Commissioner for Taking Affidavits (or as may be)

Loretta Ann MacNeil
Notary Public, County of Simcoe,
limited to the attestation of
instruments and the taking of
affidavits, for HarbourEdge Capital
Corporation and its associated companies
Expires June 11, 2016



Robbie Broad

From: Brahm Rosen [brosen@sfgroup.ca]
Sent: Thursday, October 30, 2014 11:13 AM
To: Larry Dunn; vic@vandergustlaw.com; Robbie Broad
Cc: Joel Ross
Subject: Harnden Enterprises Incorporated and Southwinds Enterprises Limited

Gentlemen

We contacted Ken Harnden to advise him that we had been appointed and that we were attending the premises to meet with him and take possession .

We shortly thereafter received a call from his lawyer John Crouchman advising us that:

1. They are not in default under their loans and
2. Would not meet us and resist our taking of possession.

Please advise us how you wish to proceed.

Brahm

BRAHM ROSEN, MBA, CPA, CA, CIRP
President

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HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

Applicant

-and-

HARNDEN ENTERPRISES INCORPORATED et al

Respondent

Court File No. CV-15-68-00

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**PROCEEDING COMMENCED AT
KINGSTON**

AFFIDAVIT OF LARRY DUNN
(Sworn February 6, 2015)

**VICTOR L. VANDERGUST
PROFESSIONAL CORPORATION**

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11 Hurontario Street
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Tel: (705) 445-4544
Fax: (705) 445-4160

Lawyer for the Applicant

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

Applicant

-and-

HARNDEN ENTERPRISES INCORPORATED et al

Respondent

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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**PROCEEDING COMMENCED AT
KINGSTON**

APPLICATION RECORD

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