

## APPENDIX "E"

**Properties**

**PIN** 21403 - 0099 LT **Estate/Qualifier** Fee Simple Absolute  
**Description** PART OF TOWN LOTS 5 & 6, SOUTH SIDE OF RICHMOND STREET WEST, TOWN OF YORK PLAN, DESIGNATED AS PART 2, PLAN 66R19771, CITY OF TORONTO.; S/T EASEMENT IN FAVOUR OF ROGERS CABLE INC. AS SET OUT IN CA749455; T/W RIGHT-OF-WAY OVER THE COMMON ELEMENTS OF TORONTO STANDARD CONDOMINIUM PLAN NO. 1509 AS DESCRIBED IN AT138798.; THE EASTERLY LIMIT OF SHEPPARD STREET HAS BEEN CONFIRMED BY BA-1786 AS INST. CT431216.  
**Address** 66 TEMPERANCE STREET  
TORONTO

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

**Name** SAPPHIRE TOWER DEVELOPMENT CORP.  
**Address for Service** 73 Richmond Street West  
Toronto, ON M5H 4E8

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

**Chargee(s)**

	<b>Capacity</b>	<b>Share</b>
<b>Name</b> STINSON FINANCIAL CORPORATION	Capacity: N/A	
<b>Address for Service</b> 73 Richmond Street West Toronto, ON M5H 4E8		

**Provisions**

**Principal** \$6,000,000.00 **Currency** CDN  
**Calculation Period** monthly  
**Balance Due Date** 2006/05/02  
**Interest Rate** 16.0%  
**Payments**  
**Interest Adjustment Date** 2005 05 01  
**Payment Date** see schedule  
**First Payment Date** 2006 05 01  
**Last Payment Date** 2006 05 01  
**Standard Charge Terms** 200033  
**Insurance Amount** full insurable value  
**Guarantor** Harry Stinson

**Additional Provisions**

See Schedules

**Signed By**

Stanley Cohen 518 Yonge St acting for Chargor(s) Signed 2005 05 05  
Midland L4R 2C5  
**Tel** 705-526-2231  
**Fax** 7055260313

**Submitted By**

HACKER GIGNAC RICE 518 Yonge St 2005 05 05  
Midland L4R 2C5  
**Tel** 705-526-2231  
**Fax** 7055260313

LRO # 80 Charge/Mortgage

Registered as AT796779 on 2005 05 05 at 13:15

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

yyyy mm dd Page 2 of 10

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

**File Number**

Chargor Client File Number: C80.814.001J1

### ADDITIONAL PROVISIONS

1. PROVIDED that the Charge shall bear interest at the rate of sixteen (16%) per cent per annum calculated monthly, not in advance and be payable as follows:

a) 100% of interest for the first term of the loan (twelve months), calculated as aforesaid, shall be deducted from the proceeds of the final advance and held by the Chargee's solicitors in an interest bearing segregated trust account, with interest thereon for the benefit of the Chargor. It is understood and agreed that interest is payable by the Chargor to the Chargee as a balloon payment on the earliest of (i) the maturity; and (ii) the date that the Chargee gives a full discharge of the Charge to the Chargor. If interest as aforesaid is paid by the Chargor to the Chargee at the time(s) noted as (i) or (ii) above, the Chargor shall not be required to pay compound interest or interest upon unpaid interest.

2. PROVIDED that the Chargee herein will postpone the within Charge to construction financing with an accredited financial institution provided, however, that any such postponement shall be conditional upon and subject to the Chargee's review and approval of

a) the form of such charge;

b) the report of an accredited Quantity Surveyor retained by the lending institution; and

c) the status and aggregate revenue of sales to individual arms-length purchasers at the time of such postponement(s).

3. PROVIDED that other than the construction financing (subject to the Chargee's approval), no other subsequent encumbrances are permitted.

4. PROVIDED the Chargor shall have the privilege, at any time during the term of this Charge, to prepay all but not less than all of the principal sum owing thereon on any payment date upon not less than two month's written notice, and upon payment of twelve (12) months interest. In the event that the Chargor gives any notice or notices of such prepayment as permitted under this provision and fails to make payment as provided under such notice, the Chargor shall be charged a sum equivalent to sixty (60) days interest on the sum which would have been paid, as liquidated damages and not as a penalty, such sum to be added to the principal amount as at the date on which such payment should have been made. It is understood and agreed that the Chargee shall be entitled to twelve (12) months interest notwithstanding that the Charge may be discharged prior to the maturity date.

5. PROVIDED the Chargor may not further encumber the security provided herein without first obtaining the written approval of the Lender such approval may be arbitrarily withheld and any default under this provision shall, at the option of the Lender, render the full principal amount of the Loan due and payable in its entirety together with the equivalent of twelve (12) months interest as liquidated damages.

6. PROVIDED that any payment received at the offices of the Lender after 12:00 noon on any business day shall be deemed to have been received on the next business day following the date of receipt.

7. PROVIDED that the Chargee shall be entitled to charge an administration fee of \$300.00 for the preparation of any statement of account requested by the Chargor, such fee to be paid on demand by the Chargor or, in default on same, added to the principal sum owing under the Loan as at the date of preparation of same.

8. PROVIDED that any agreement for renewal or extension of the term of this Charge or the payment of monies secured hereby, or any part hereof, prior to the execution of the final discharge of the Charge by the Chargee, need not be registered in any Registry or Land Titles Office or otherwise, but shall be effectual and binding on the

Chargor, its heirs, representatives, successors and assigns, including subsequent chargees of the Property, or any part thereof, to all intents and purposes and take priority as against said assigns or subsequent chargees when deposited in, or held at, the offices of the Chargee.

9. PROVIDED that, at the option of the Chargee, the Chargor will be required to pay, in addition to the monthly payments due under the Charge, monthly realty taxes installments in an amount sufficient to permit the Chargee to pay realty taxes due with respect to the Property (the "Tax Installments") amortized to permit such payment in full as and when due to the municipality if such monthly payments are not paid to the first mortgagee. The Chargee may, in his sole option, waive this provision from time to time.

10. PROVIDED that if, in the Chargee's sole discretion, an appraisal of the property and/or a Phase 1 and/or Phase 2 Environment Report are required at any time and from time to time, the Chargee shall be entitled to have such appraisal and environmental reports made and the cost of the same added to the principal sum owing under the Charge as at the date the same are paid by the Chargee.

11. PROVIDED that in the event that the entirety of the principal sum owing under the Charge is not paid in full on or prior to the maturity date, or in the event of any default under the Charge and for so long as such default remains unremedied, then the Chargee shall be entitled to an administration fee equivalent to one percent (1%) per month or part thereof on the outstanding principal balance after date of default or maturity, as the case may be, so long as the Charge remains unpaid or so long as any default continues, as the case may be.

12. INSURANCE FEE - In the event that a certified copy of all policies of insurance on the Charged Property have not been delivered to the Chargee within 14 days of either the cancellation of any policy of insurance, or any renewal thereof, or the Chargee requesting a copy of a policy of insurance, the Chargee shall be entitled to a service fee of \$500.00 plus applicable taxes for each written inquiry which the Chargee makes to the Chargor, to an insurer or to an insurance broker pertaining to such cancellation or renewal, or resulting from the Chargor's non-performance of the within covenant. In the event that the Chargee arranges any insurance coverage with respect to the said Charged Property, the Chargee in addition to the aforementioned service fee, shall be entitled to an additional service fee of \$500.00 plus applicable taxes for arranging any replacement insurance coverage.

13. CHARGE DUE ON SALE OR FURTHER ENCUMBRANCE - In the event the Chargor sells, transfers or assigns the Charged Property, or grants any further Charge or encumbrance thereon, then, at the option of the Chargee, all monies hereby secured shall forthwith become due and payable. Where the Chargor is a corporation, the sale, transfer or any dealing with the shares of such corporation resulting in a change of control except pursuant to a testamentary will or the administration of an estate shall be deemed to be a sale or transfer. In the event that the lender consents to a transfer of the Charged Property, the transferee will execute an agreement to assume the mortgage prepared by the Lender at the Borrower's expense, which agreement will provide for the continued liability of the Chargor. The Chargor shall pay an assumption fee to be determined by the Chargee.

14. POSSESSION UPON DEFAULT - Upon default in payment of principal or interest under this Charge or non-performance of any of the terms and conditions herein, the Chargee may enter into and take possession of the Charged Property, free of all manner of former conveyances, mortgages, charges or encumbrances without let, suit, hindrance, interruption or denial of the Chargor or any other person or entity whatsoever.

15. PAYMENT OF OTHER CHARGES AND PERFORMANCE OF THEIR OBLIGATIONS BY THE CHARGE - The Chargee may pay the amount owing on any encumbrance, lien or Charge now or hereafter existing or which may arise or be claimed against the Charged Property, and claiming priority over the within Charge, including any realty taxes, levies, or other rates on the said Charged Property, and the Chargee may further pay all costs, charges and expenses which may be incurred in taking, recovering and keeping possession of the Charged Property, and all solicitors' charges or

commissions for or in respect of the collection of any overdue installments or any other monies whatsoever payable by the Chargor under the Charge, such costs to be as between solicitor and its own client, whether any action or other judicial proceeding to enforce such payment has been taken or not; and the amount so paid and the expenses of remedying a default or payment of insurance premiums for fire or other risks or hazards or for realty taxes, or for work on or repairs to the Charged Property or for utility charges, heating costs, collection costs and any other expenses, costs or any monies paid, any or all of which shall be added to the debt secured by the Charge on the Charged Property and shall bear interest at the rate of interest provided in the Charge, which shall be payable forthwith by the Chargor to the Chargee; and in the event of the Chargee paying any amount of money on the security of the Charged Property, the Chargee shall be entitled to all the rights, equities and securities of the persons, entity or entities so paid and the Chargee is hereby authorized to retain any assignment or discharge thereof, without registration, for any period even if it is a longer period than six months if the Chargee deems it appropriate to do so. Furthermore, the Chargee may after any such payment accelerate payment of the amounts secured by this Charge and all such amounts secured by this Charge shall immediately become due and payable together with all interest and other amounts secured by this Charge with interest thereon at the rate of interest provided in the Charge, until payment is made in full.

16. APPOINTMENT OF RECEIVER - Any time after default hereunder the Chargee may in writing from time to time appoint a Receiver of the Charged Property, with or without Bond, and may from time to time remove the said Receiver and appoint another in its stead, and any such Receiver appointed hereunder shall have the following powers:

a) To take possession of the Charged Property and to collect revenues from the same and for such purpose to enter onto or into the Charged Property and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as it shall deem necessary.

b) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workers, accountants and others upon such terms and with such salaries, wages or remuneration as it shall think proper, and to repair and keep in repair the Charged Property and to do any acts it deems appropriate for the carrying on of the business of the Chargor and the protection of the said Charged Property.

c) To sell or lease or concur in the selling or the leasing of the Charged Property, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part of parts of the Charged Property; and the Receiver may make any stipulations as to matters of title or conveyance or the commencement of title or otherwise, as it shall deem proper; and it may buy or rescind or vary any contract for the sale of any part of the Charged Property and it may resell the same; and it may sell any of the Charged Property on such terms as to credit or part cash and part credit or otherwise as shall appear in its sole option to be most advantageous and at such prices as can reasonably be obtained therefor and in the event of a sale on credit neither it nor the Chargee shall be accountable for or charged with any monies until actually received by them.

d) To make any arrangement or compromise which the Receiver may think expedient or otherwise in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Property for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or with or without regard to the equality of the exchange or otherwise.

e) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the Charged Property in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein

and the amounts from time to time payable under such certificates shall charge the Charged Property in priority to this Charge.

f) To execute and prosecute all suits, proceedings and actions which the Receiver in its discretion considers necessary for the protection of the Charged Property, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action.

g) To execute and deliver to the purchaser of any part or parts of the Charged Property, good and sufficient transfers for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such transfer, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said property or any part or parts thereof by, from, through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided. And it is agreed that no purchaser at any sale purporting to be made in pursuance of the aforesaid power shall be bound or concerned to see or inquire into whether any default has been made or continues, or whether any notice has been given, or as to the necessity or expediency of any stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or to the regularity of its proceedings, or the effect of not giving a notice that default has been made or continues, or that any required notice was not given, or that the sale is otherwise unnecessary, or improper or irregular; and notwithstanding any impropriety or irregularity or notice, or failure to give notice or the failure to do any act, shall not effect the effectiveness or propriety of any sale to a purchaser and such sale shall be deemed to be within the power of the Receiver and the Chargee and shall be a valid sale and the remedy if any of the Chargor, or of any party claiming by or under it, in respect of any alleged impropriety or irregularity whatsoever in any such sale shall be in damages only against a party other than the Purchaser. The net profits of the business of the Chargor or the sale of the same and the net proceeds of the sale of the Charged Property or any part thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to this Charge:

- 1) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by it of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by it;
- 2) Secondly, in payment of all costs, charges and expenses payable hereunder;
- 3) Thirdly, in payment to the Chargee of the principal sum owing hereunder;
- 4) Fourthly, in payment to the Chargee of all interest and arrears of interest and any other fees, expenses and other monies remaining unpaid hereunder; and
- 5) Fifthly, any surplus shall be paid to the Chargor; provided that in the event that any party claims a Charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

The Chargee shall not be liable to the Receiver for its remuneration, costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising unless the same shall be caused by its own gross negligence or willful default; and it shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for its acts and defaults and for its remuneration.

Nothing shall obligate the Chargee or the Receiver to take possession, control or manage any property which may be or contain a pollutant or contaminant or cause or contribute to a discharge, release or deposit of a substance contrary to the Environmental Protection Act (Ontario), the regulations thereunder or any similar legislation. Provided further that the Receiver shall not be or deemed to be a successor employer of the Chargor or any

employer in or upon the Charged Property either under the Labour Relations Act (Ontario) or the Employment Standards Act (Ontario) or under any collateral agreement, or similar legislation or agreement.

17. REALTY TAXES Realty taxes shall mean and include all taxes, rates, levies and assessments of whatever nature or kind, including local improvement rates and any and all interest and penalties thereon.

At the Chargee's request, the Chargor in addition to the aforesaid payments of principal and interest, covenants and agrees to pay realty taxes as hereinafter provided; the Chargee shall estimate the amount of the realty taxes chargeable against the said Charged Property payable in each year and the Chargor shall pay to the Chargee one-twelfth of the estimated annual amount together with the aforesaid payments of principal and interest in each and every month during the term of this Charge, commencing with the first payment date aforesaid and the Chargee shall apply such payments on account of the realty taxes so long as the Chargor is not in default under this Charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of the realty taxes more often than yearly; provided, however, that if the Chargor shall pay any sum or sums to the Chargee to apply on the realty taxes, and if before the same shall have been so applied there shall be default by the Chargor in respect of any payment of principal or interest as herein provided, the Chargee may at its option apply such sum or sums in or towards payments of the principal and/or interest in default. In the event that the realty taxes actually charged for any one year, together with any interest and penalties thereon, exceed the estimated amount, the Chargor shall pay to the Chargee on demand the amount required to make up the deficiency; and if the Chargor desires to take advantage of any discounts or to avoid any penalties in connection with the payment of realty taxes, the Chargor may pay to the Chargee such additional amounts as are required for that purpose; and the Chargor shall transmit to the Chargee forthwith after receiving them, the assessment notices for the realty taxes upon the Charged Property.

In the event that the Chargee does not collect realty taxes from the Chargor as aforementioned, the Chargor shall upon demand, deliver to the Chargee proof in a form satisfactory to the Chargee that the realty taxes have been paid in full for the prior calendar year, and if the proof of same is not delivered to the Chargee within 14 days of demand for the same having been made, the Chargee may in addition to any other rights contained in the Charge, charge a service fee of \$200.00 to the Chargor for each letter of demand mailed or delivered to the Chargor by the Chargee or on its behalf, for proof of payment of realty taxes, and the same for each inquiry made to the appropriate municipal realty tax department, which amount is a liquidated amount to cover the Chargee's administrative charges, and is not a penalty.

The Chargee may, unless payment has otherwise been made, deduct from the Charge advances, the amount necessary to pay the current year's realty taxes and an amount which together with the monthly tax payments to be made to and including April of the following calendar year, will be sufficient to pay all the taxes for the following calendar year.

No monies paid to the Chargee pursuant to the provisions of this section shall be held in trust for or bear interest to the credit of the Chargor.

In the event that the Chargor has not remitted realty tax installments to the Chargee in an amount enabling the Chargee to maintain, the realty taxes on the Charged Property in good standing, the Chargor shall at its own expense deliver to the Chargee on or before the 31st day of December in each year during the term of this Charge, or any renewal thereof, proof in a form satisfactory to the Chargor, such as a certificate of realty tax payment or cancelled cheques, that the realty taxes for the said calendar year have been paid in full. In the event that such proof is not delivered to the Chargee as aforementioned the Chargor shall be entitled to a service fee of \$200.00 plus applicable taxes for each request to the Chargor for such proof that is made by the Chargee acting reasonably, and further the failure to provide the aforementioned evidence shall constitute an act of default entitling the Chargee to pursue all legal remedies and to exercise any powers conferred by this Charge.



The within realty tax section is in addition to and without prejudice to the other provisions of the within Charge in regard to realty taxes.

18. **BANKRUPTCY AND INSOLVENCY** - The Chargor hereby waives and releases any right that it may have to receive from the Chargee notice of intention to enforce security pursuant to subsection 244(1) of the Bankruptcy and Insolvency Act (Canada) or any successor or substitute section or legislation. This waiver and release shall not be deemed or interpreted to be a prior consent to earlier enforcement of a security within the meaning of subsection 244(2J) of the said Act.

The Chargor hereby acknowledges and agrees that the security held by the Chargee is not all or substantially all of the inventory, accounts receivable or other property of the Chargor acquired for or used in relation to any business carried on by the Chargor. The Chargor hereby further acknowledges and agrees that notwithstanding any act of the Chargee by way of appointment of any person or persons for the purposes of taking possession of the Charged Property as agent on behalf of the Chargor or otherwise or by taking possession of the Charged Property itself pursuant to any rights that the Chargee may have with respect hereto shall not constitute the Chargee or any such person, a receiver within the meaning of subsection 243(2) of the Bankruptcy and Insolvency Act (Canada) or any successor or substitute provision, and that any and all requirements of Part XI of that said Act as it may pertain to obligations of receivers shall not be applicable to the Chargee with respect to the transaction pursuant to which this Charge has been given or enforcement of this Charge or any other security held by the Chargee. The Chargor hereby acknowledges and agrees that no action shall lie against the Chargee as a receiver, manager or otherwise for any loss or damage arising from noncompliance with any obligations of a receiver pursuant to the provisions of the Bankruptcy and Insolvency Act (Canada) or any successor or substitute legislation, whether or not the Chargee had reasonable grounds to believe that the Chargor was not insolvent.

And the Chargor further acknowledges and agrees that any and all costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the Bankruptcy and Insolvency Act (Canada) or any successor or substitute legislation shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such costs, including any costs of its personnel in administering any requirements of the said Act and to add the same to the indebtedness owing pursuant hereto and the same shall be secured hereunder and under any and all security held by the Chargee for the indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

19. **ACTS OF DEFAULT** - The Chargor covenants and agrees that notwithstanding any other provision in this Charge, the Chargee may deem this Charge to be in default in the event that the Chargor does or becomes subject to any of the following which is deemed to be an Act of Default:

- a) fails to make a payment of a Monthly Installment and/or a Pro-Rated Tax Payment on a Payment Date in accordance with the payment provisions of this Charge;
- b) permits any other amount which is secured by this Charge, or any Taxes, public utilities accounts or insurance premiums which are due and payable under this Charge, or otherwise due and payable by the Chargor and not in dispute, to remain unpaid after the Chargee has made written demand for payment thereof;
- c) fails to insure the Charged Property in accordance with the Lending Agreement and this Charge;
- d) fails to observe or perform any covenant or agreement contained in this Charge;
- e) makes any warranty or representation to the Chargee which is untrue in any material respect; permits any lien, encumbrance or other claim capable of ranking in priority to this Charge to be recorded or registered against the Charged Property which is not removed or satisfied in full within thirty (30) days of such recording or registration;

- g) causes or permits any order to be made or any resolution to be passed or adopted, or any petition to be filed for the winding-up of the Chargor;
- h) becomes insolvent, commits an act of bankruptcy, or if a petition in bankruptcy is filed against the Chargor which is not being disputed in good faith by the Chargor, or a proposal made by the Chargor under the Bankruptcy and Insolvency Act is rejected by creditors;
- i) causes or permits a "stay order" to be issued pursuant to the Companies Creditors Arrangement Act which prohibits the Chargee from enforcing this Charge;
- j) is the subject of any execution, sequestration or any other judicial process, or any distress or similar process levied on the Charged Property or against the Chargee which is not, in good faith, being disputed by the Chargor;
- k) fails or refuses to comply with any term, condition or proviso of the Lending Agreement or any other security required pursuant to the Lending Agreement;
- l) has made any material misrepresentation to the Chargee in any environmental proviso contained in the Lending Agreement or if there is any hazardous material, or environmental contamination, which, in the opinion of the Chargee, may reduce the market value of the Charged Property;
- m) commits or permits the commission of an event of default under any other Charge, mortgage or collateral security given or granted by it to the Chargee pursuant to the terms and conditions of the Lending Agreement;
- n) where the Chargor is a corporation, and there is a change in control of the Chargor without the prior written consent of the Chargee;
- o) permits the termination or surrender of any Lease or tenancy agreement of the Charged Property or any part thereof which has been assigned to the Chargee as collateral security, or permits any reduction in the term or rent of any such Lease or tenancy agreement without the prior written consent of the Chargee;
- p) fails to negotiate with respect to, or renew, extend, modify or amend any Lease or tenancy agreement in good faith, acting as a prudent landlord;
- q) neglects to keep the Charged Property substantially in good condition and repair as aforesaid, or commits any act of waste, the determination of which the Chargee shall be the sole judge, acting reasonably, or allows any improvements on the Charged Property to remain unfinished or without any work being done thereon for thirty (30) days;
- r) permits or causes waste to the Charged Property or otherwise causes or permits, by any act or omission, the value of the Charged Property to decline;
- s) abandons the Charged Property or a substantial portion thereof, either physically or constructively, or otherwise leaves the Charged Property vacant for more than ten (10) days;
- t) fails to comply with all applicable building, zoning and other municipal by-laws, statutory requirements and regulations (save and except for any such non-compliance which is, in good faith, contested by the Chargor with the Municipality or other body having jurisdiction until the final disposition thereof against the Chargor);
- u) fails to comply with all applicable laws, regulations and by-laws which apply to the ownership, maintenance, repair, use and occupation of the Charged Property;
- v) commits or permits the commission of criminal activities on, in or under the Charged Property.