

APPENDIX “O”

Properties

PIN 21403 - 0099 LT **Interest/Estate** Fee Simple

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
CITY OF TORONTO

Chargor(s)

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

Name SAPPHIRE TOWER DEVELOPMENT CORP.

Address for Service 1 King Street West
4th Floor
Toronto, ON., M5H 1A1

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

Chargee(s)	Capacity	Share
Name WALMSLEY, PETER		64.52%
Address for Service 45 Rice Drive Whitby, ON., L1N 7Z3		
Name BELL, GLENDA		3.22%
Address for Service 400 Woodbine Avenue Toronto, Ontario M4L 3P6		
Name MATTSON, ROBERTA		32.26%
Address for Service 141 Harvest Glenway NE Calgary, Alberta T3K 4J4		

Statements

Schedule: See Schedules

Provisions

Principal \$155,000.00 **Currency** CDN

Calculation Period quarterly

Balance Due Date 18 months / due on sale

Interest Rate 16.0%

Payments

Interest Adjustment Date

Payment Date

First Payment Date

Last Payment Date

Standard Charge Terms 200033

Insurance Amount full insurable value

Guarantor Harry Stinson

Additional Provisions

Interest is payable on maturity.

Signed By

Peter Gilbert Neilson 250 University Avenue Suite 700 acting for Chargor Signed 2007 06 19
Toronto (s)
M5H 3E5

Tel 416-214-5200
Fax 4162145400

Submitted By

SHIBLEY RIGHTON LLP 250 University Avenue Suite 700 2007 06 19
Toronto
M5H 3E5

Tel 416-214-5200
Fax 4162145400

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Chargor Client File Number : 2070266

SCHEDULE A

Additional Information

1. Due on Sale The Mortgagor covenants and agrees with the Mortgagee that in the event of the Mortgagor selling, conveying, transferring or entering into an agreement for sale or of transfer of title of the property hereby mortgaged to a purchaser or transferee not approved, in writing, by the Mortgagee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon shall forthwith become due and payable at the Mortgagee's sole discretion.

2. Definitions Throughout this Charge, the terms "Mortgagor" and "Chargor" shall be interchangeable and shall mean the parties, their heirs, executors, successors and assigns, who executed Box (11) of the attached page one of this Charge in the capacity of Chargor. Throughout this Charge, the terms "Mortgagee", "Chargee" and "Lender" shall be interchangeable and shall mean the party, its successors and assigns, stated in Box (14) of the attached page one of this Charge. The terms "Charge" and "Mortgage" shall also be interchangeable and shall mean this document in its entirety.

3. 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.

The remuneration and expenses of the receiver shall be paid by the Chargor on demand and shall be a charge on the charged premises and shall bear interest from the date of demand at the same rate as applies to the principal hereby secured.

(g) Save as to claims for accounting under clauses (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 receivership 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.

4. Prepayment Privilege The Chargor shall have the privilege of prepaying the whole amount or any part of the outstanding principal amount at any time during the term without notice or bonus.

5. Acknowledgement The Chargor and Chargee acknowledge and confirm that the principal amount of this Charge was advanced by the Chargee to the Chargor in full as follows:

(i) by Peter Walmsley:	\$100,000.00	on March 5, 2007
(ii) by Glenda Bell:	\$ 5,000.00	on March 15, 2007
(iii) by Roberta Mattson:	\$ 50,000.00	on March 8, 2007.

Interest shall be calculated on such amounts from their respective dates of advance.

6. All amounts paid to the Chargee pursuant to this Charge shall be applied ratably in accordance with the amounts advanced by each Chargee.

This Schedule forms part of a Charge from SAPPHIRE TOWER DEVELOPMENT CORP. to PETER WALMSLEY, GLENDA BELL, ROBERTA MATTSON.